



TENDER DOCUMENT

FOR

CONTRACTOR APPOINTMENT FOR MAINTENANCE OF AUTOMATIC SLIDING DOORS, BOOM GATES, TURNSTILES, AIRCRAFT GATES, AND PERIMETER GATES AT O.R. TAMBO INTERNATIONAL AIRPORT FOR A PERIOD OF 36 MONTHS

Tender Reference Number: ORTIA6991/2022/RFP

September 2022

Issued by
Airports Company South Africa
O. R. Tambo International Airport

Note:

Upon Acceptance of the Offer by the Employer, this Tender Document becomes the Contract Document, subsequent to which, all references to the term “Tenderer(s)” then become synonymous with the term “Contractor”.

VOLUME 1

NAME OF TENDERER:



TENDERER'S DETAILS

1.	NAME OF TENDERER (BIDDING ENTITY)	(FULL NAME, i.e. (CC, (Pty) Ltd, JV, SOLE PROPRIETOR
.2.	TEL NUMBER	
.3.	FAX NUMBER	
.4.	EMAIL	
5.	NAME OF CONTACT	
6.	NATIONAL TREASURY CSD REGISTRATION NUMBER	



Contents

The Tender	
Part T1: Tendering procedures	
T1.1	Tender Notice and Invitation to Tender
T1.2	Tender Data
Part T2: Returnable documents	
T2.1	List of Returnable Documents
T2.2	Returnable Schedules
The Contract	
Part C1: Agreement and Contract Data	
C1.1	Form of Offer and Acceptance
C1.2	Contract Data
C1.3	Occupational Health and Safety Agreement
C1.4	Forms of Securities
C1.5	Insurance Schedule
Part C2: Pricing data	
C2.1	Pricing Assumptions
C2.2	Price List
Part C3: Service Information	
Part C4: Site information	



T1.1 Tender Notice and Invitation to Tender

Airports Company South Africa SOC Limited **invites tenders for** the Maintenance of Automatic Sliding Doors, Boom Gates, Turnstiles, Aircraft Gates, And Perimeter Gates at O. R. Tambo International Airport for a period of thirty-six (36) months.

Only tenderers who are a CIDB contractor grading of **4 ME** or higher, as stated on the Tender Data may submit tender offers.

Tender Document Availability

Tender documents are available from **20TH SEPTEMBER 2021** for free download from National Treasury's eTender Publication Portal (<http://www.etenders.gov.za>) (<http://102.37.123.153/SitePages/Home.aspx>) and ACSA Tender Bulletin website - <http://www.airports.co.za/business/tender-bulletin/current-and-future-tenders>

Kindly print and complete.

Queries relating to the issue of these documents may be addressed to Mr. Potso Makgatho

E-mail address: potso.makgatho@airports.co.za

CLOSING DATE FOR ENQUIRIES IS THE 10TH of OCTOBER 2022 AT 16:30 PM CLOSE OF BUSINESS.

COMPULSORY TENDER BRIEFING

A compulsory briefing session with representatives of the Employer will take place at 10h00AM on **29TH of SEPTEMBER 2022** at the MEDIA ROOM (Next to the Post Office Ground Floor/ Domestic Arrival), O R Tambo International Airport.

Failure to attend the Compulsory Briefing session will result in the disqualification of the bidder.

The closing time for receipt of tenders is **Thursday 20th OCTOBER 2022 at 10H00 AM** (South African Standard Time). Tenders must be placed inside the **Tender Box C at the O. R. Tambo International Airport,**

NB: TENDER BOX WILL BE OPEN FROM THE 19th of OCTOBER 2022 FROM 10H00 AM AND WILL OFFICIALLY CLOSE ON THE THURSDAY 20th OCTOBER 2022 AT 10H00 AM.

Telephonic, telegraphic, telex, facsimile, e-mailed tenders will not be accepted.

No late tenders will be accepted.

Bidders to ensure that their names and contacts are reflected on the cover of the bid document.

Tenders may only be submitted on the tender documentation that is issued.



Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (8 August 2019) as published in Government Gazette 42622, Board Notice 423 of 2019 of 8 August 2019. (See www.cidb.org.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause Number	Tender Data
C.1	GENERAL
C.1.1	The Employer is AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
C.1.2	The Tender Documents issued by the Employer comprise: Part T1: Tendering Procedures T1.1 Tender notice and invitation to tender T1.2 Tender data T1.3 CIDB Standard conditions of tender Part T2: Returnable Document T2.1 List of returnable documents T2.2 Returnable schedule Part C1: Agreements and Contract Data C1.1 Form of offer and acceptance C1.2 Contract data Part C2: Pricing Schedule C2.1 Pricing instructions C2.2 Activity Schedule with Price List Part C3: Service Information Part C4: Site information
C.1.4	The Employer's Agent is: Potso Makgatho Email address: Potso.makgatho@airports.co.za All communication during the Tender period shall not be made to the Principal Agent but to ACSA's Supply Chain Department
C.1.5	C1.5 Cancellation and Re-Invitation of Tenders C1.5.1 An employer may, prior to the award of the tender, cancel a tender if- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation. b) funds are no longer available to cover the total envisaged expenditure; or c) no acceptable tenders are received.

	<p>d) there is a material irregularity in the tender process.</p> <p>C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised</p> <p>C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.</p>
C.1.6	<p>Procurement procedures</p> <p>C.1.6.1 General</p> <p>Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.</p> <p>C.1.6.2 Competitive negotiation procedure</p> <p>C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.</p> <p>C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.</p> <p>Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.</p> <p>C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.</p> <p>C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.</p>
C.2	TENDERER'S OBLIGATIONS
C.2.1	<p>Eligibility</p> <p>C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.</p> <p>C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.</p>

C.2.2	<p>Cost of tendering</p> <p>C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.</p>
C.2.3	<p>Check documents</p> <p>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
C.2.4	<p>Confidentiality and copyright of documents</p> <p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>
C.2.6	<p>Acknowledge addenda</p> <p>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.</p>
C.2.7	<p>Clarification meeting</p> <p>The arrangements for a non-compulsory briefing session are as stated in the Tender Notice and Invitation to Tender (T1.1).</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>
C.2.8	<p>Seek clarification</p> <p>Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.</p>
C.2.9	<p>Insurance</p> <p>Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.</p>
C.2.10.3	<p>This contract shall not be subject to Contract Price Adjustments, foreign fluctuations, etc and all rates and prices shall remain FIXED, final and binding for the full duration of this contract.</p>
C.2.11	<p>Alterations to documents</p> <p>Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.</p>
C.2.12	<p>Alternative bids will not be considered. (If applicable please copy the clause as per SFU 2019)</p>
C.2.13	<p>Submitting a tender offer</p> <p>C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.</p>

	<p>C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.</p> <p>C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.</p> <p>C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.</p> <p>C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.</p>
C.2.14	<p>Information and data to be completed in all respects</p> <p>Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.</p>
C.2.15	<p>Closing time</p> <p>The Employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box: ACSA North Wings Offices International Terminal Building 3rd Floor O. R. Tambo International Airport TENDER BOX C</p> <p>Physical address: ACSA North Wings Offices International Terminal Building 3rd Floor O. R. Tambo International Airport</p> <p>Identification details: Bid Ref. No: ORTIA6991/2022/RFP</p> <p>Title: Maintenance of Automatic Sliding Doors, Boom Gates, Turnstiles, Aircraft Gates, and Perimeter Gates at O.R. Tambo International Airport for A Period Of 36 Months</p> <p>Closing Date: THURSDAY 20 OCTOBER 2022 Time: 10:00AM</p>
C.2.16	<p>Tender offer validity</p> <p>C.2.16.1 Hold the tender offer(s) valid for eighty-four (84) working days for acceptance by the employer at any time during the validity period stated after the closing time stated in the tender data.</p> <p>C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.</p> <p>C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders</p>

	<p>that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).</p> <p>C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".</p>
C.2.17	<p>Clarification of tender offer after submission</p> <p>Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.</p>
C.2.20	<p>Submit securities, bonds and policies</p> <p>If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.</p>
C.3	EMPLOYER'S UNDERTAKINGS
C.3.1	<p>Respond to requests from the tenderer</p> <p>The Employer will respond to requests for clarification received up to five (5) working days before the tender closing time.</p>
C.3.2	<p>Issue Addenda</p> <p>Addenda will be issued until three (3) working days before the tender closing time.</p>
C.3.3	<p>Return late tender offers</p> <p>Tender offers received after the closing time stated in the Tender Data will be returned, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.</p>
C.3.4	<p>There will NOT be a public opening of tenders after the closing date. A price register will be sent to all bidders a day after tender closing.</p>
C.3.7	<p>Grounds for rejection and disqualification</p> <p>Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.</p>
C.3.8	<p>Test for Responsiveness</p> <p>C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:</p> <ol style="list-style-type: none"> complies with the requirements of these Conditions of Tender, (scope work, pricing, proposed amendments and qualifications, cover letters must be considered) has been properly and fully completed and signed, and is responsive to the other requirements of the tender documents. (Check certificates if attached, e.g. Qualifications, etc allow bidder reasonable time to submit.)

	<p>C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:</p> <ul style="list-style-type: none"> a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. <p>Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>
C.3.9	<p>Arithmetical errors, omissions and discrepancies.</p> <p>C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.</p> <p>C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:</p> <ul style="list-style-type: none"> a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: <ul style="list-style-type: none"> (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or (ii) the summation of the prices. <p>C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.</p> <p>C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:</p> <ul style="list-style-type: none"> a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.
C.3.10	<p>Clarification of a tender offer</p> <p>Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.</p>

C.3.11	<p>Stage 1 Test for Responsiveness (as per clause C.3.8)</p> <p>Stage 2 Pre-Qualification Criteria</p> <p>In terms of the PPPFA Regulation 4, an organ of state can apply pre-qualifying criteria to advance certain Designated Groups.</p> <p>Accordingly, only the bidders with a minimum B-BBEE status Level 1 and 2 are eligible to bid. Please note in the event of a joint venture (JV) a valid consolidated BBBEE verification in the name of the JV shall be submitted. Please refer to returnable document Form.</p> <p>A tenderer that fails to meet the above-mentioned pre-qualifying criteria at closing date, will be disqualified and not further evaluated.</p> <p>Stage 3 Mandatory Administration Criteria</p> <p>(a) Completed in full and signed Form of offer C1.1. (b) Only tenderers who are a CIDB contractor grading of 4ME or higher. (c) Letter of Good standing with workman's compensation commissioner COIDA. (d) Declaration of Bidder's past supply chain management practices (SBD 4)</p> <p>Stage 4 Functionality Evaluation Criteria</p> <p>Functionality is the terminology used to define the technical ability of the Tenderer, based on experience to deliver the required product in accordance with the specialised quality, reliability and functionality.</p> <p>Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below. An overall minimum threshold of 60 points out of 100 must be achieved for the tender to be eligible for further evaluation on Price and B-BBEE. Bidders who also fail to achieve the minimum score per criteria will be disqualified and not be eligible for further evaluations.</p> <p>Stage 4 Determine acceptability of preferred tenderer:</p> <p>Perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:</p> <ul style="list-style-type: none"> • Unduly high or unduly low tendered rates or amounts in the tender offer. • Contract data provided by the tendered; or • The contents of the tender returnable which are to be included in the contract. <p>Stage 5 Price and BBEE (80/20)</p> <p>(a) Tenderers will be evaluated and adjudicated by the Employer using "The 80/20 preference point system" which awards points on the basis of:</p> <ul style="list-style-type: none"> • The Tendered price (as per form of offer) – 80% • BBBEE – 20% <p>(b) The Employer will award the Contract to a Tenderer who is qualified to undertake the Works and whose Tender technically and contractually complies with the specification.</p>
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	<p>The 80/20 preference points system for acquisition of services, works or goods with a Rand value above R 50 million</p> <p>The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R50 000 000 (all applicable taxes included):</p> $Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$ <p>Where <i>Ps</i> = Points scored for comparative price of tender or offer under consideration; <i>Pt</i> = Comparative price of tender or offer under consideration; and <i>Pmin</i> = Comparative price of lowest acceptable tender or offer.</p> <p>(b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:</p> <table border="1" data-bbox="456 1050 1102 1527"> <thead> <tr> <th>B-BBEE status level of contributor</th> <th>Number of points</th> </tr> </thead> <tbody> <tr><td>1</td><td>20</td></tr> <tr><td>2</td><td>18</td></tr> <tr><td>3</td><td>14</td></tr> <tr><td>4</td><td>12</td></tr> <tr><td>5</td><td>8</td></tr> <tr><td>6</td><td>6</td></tr> <tr><td>7</td><td>4</td></tr> <tr><td>8</td><td>2</td></tr> <tr><td>Non-compliant</td><td>0</td></tr> </tbody> </table> <p>Airports Company South Africa reserves the right to amend or replace the preference point system used in accordance with the company's tender procedure.</p>	B-BBEE status level of contributor	Number of points	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-compliant	0
B-BBEE status level of contributor	Number of points																				
1	20																				
2	18																				
3	14																				
4	12																				
5	8																				
6	6																				
7	4																				
8	2																				
Non-compliant	0																				
C.3.12	<p>Insurance provided by the employer Refer to Contract Data</p>																				
C.3.13	<p>C.3.13 Acceptance of tender offer</p> <p>Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:</p>																				



	<p>a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer’s procurement;</p> <p>b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;</p> <p>c) has the legal capacity to enter into the contract.</p> <p>d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;</p> <p>e) complies with the legal requirements, if any, stated in the tender data; and</p> <p>f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.</p>



Functionality / Technical Evaluation

The evaluation process will be based on threshold criteria and will be as follows:

	Description of quality criteria	WQ	Sub criteria	Max Score	Minimum Threshold
			Quality Score		
1	Tenderer's resource proposal	40	Qualifications	20	12
			Years of experience in similar works	20	12
2	Project Planning	40	Technical approach	20	12
			Bid specific Organogram	20	12
3	Company's References and experience	20	Company experience on mechanical power transmission systems (Motors, couplings, chains, gearboxes and lubricants), work on Electrical DBs and control panels.	20	12
Total				100	60

The functional / technical evaluation will be based on the above threshold, where bidders who fail to:

- **It should be further noted that a minimum qualifying score per criteria must be met as set out in this bid document.** Only tenderers scoring the minimum for each sub criterion of functionality will be considered for further evaluation on Price and B-BBEE
- Bidders must demonstrate clear and concise understanding of this criteria relative to scope of work and deliverables in order to earn points.
- The obligation to demonstrate compliance with all the above will remain with the Tenderer and ACSA's decision in this regard will be final.

Functionality breakdown

1. MNIMUM TENDERER'S KEY RESOURCES (40 Points)

Qualifications (20 points) – Proof (certificates, relevant registrations, diplomas or degrees) of qualification should be attached to the resources' CV's.

Resource Description	Poor = 0	Acceptable =12	Very good = 20
Site Supervisor	If any of these resources' experience is below minimum requirements, the score is automatically zero for the whole matrix on qualifications	SAQA Accredited trade test (Fitter/Millwright) and any OHS Training Certificate.	National Diploma or higher in Mechanical Engineering / Electrical Engineering / Electronic Engineering / Mechatronics Engineering and Valid Management training Certificate
Technician x 3		SAQA Accredited trade test (Millwright)	Electrical / Mechanical N3 or above and certified trade test certificate as a Millwright with wireman's license
Assistant Technician x 3		Electrical / Mechanical / Engineering studies N2/N3/N4	Electrical / Mechanical / Engineering Studies Electrical N5 or higher
NB Scoring Notes			
- Qualification requirements for all roles above apply concurrently, and bidders must meet all requirements for all resources to score either minimum score or maximum score failing which a poor score will be allocated.			
- If bidders supply any mix of qualifications corresponding to minimum or maximum, minimum points will be allocated.			

Years of Experience of key personnel as per the evaluation criteria (20 Points)- (Proof of relevant experience should be included in the resources' CV's).

Resource Description	Poor = 0	Acceptable =12	Very good = 20
Site Supervisor	If any of these resources' experience is below minimum requirements, the score is automatically zero for the whole matrix on Experience	Demonstrate experience of at least 2 years' in the maintenance / installation of mechanical power transmission systems (Motors, couplings, chains, gearboxes and lubricants), work on Electrical DBs and control panels., and demonstrate experience of at least 2 years' in OHS, and demonstrate experience of at least 2 years' in a supervisory role.	Demonstrate experience of more than 2 years' experience in the maintenance / installation of industrial automatic sliding doors / boom gates / turnstiles / Perimeter gate / aircraft gate and demonstrate experience of more than 2 years' in OHS and demonstrate experience of at least 2 years' in a supervisory role.
Technician x 3		Demonstrate experience of at least 2 years 'in the maintenance / installation of mechanical power transmission systems (Motors, couplings, chains, gearboxes and lubricants), work on Electrical DBs and control panels.	Demonstrate experience of more than 2 years' in the maintenance / installation of mechanical power transmission systems (Motors, couplings, chains, gearboxes and lubricants), work on Electrical DBs and control panels.
Assistant Technician x 3		Demonstrate at least 1-year experience post qualification in the maintenance of mechanical systems.	Demonstrate more than 1-year experience post qualification in the maintenance of mechanical systems.
NB Scoring Notes			
- Experience requirements apply concurrently, and bidders must meet all requirements for all resources to score either Minimum score or Maximum score.			
- If bidders supply any mix of key personnel experience corresponding to minimum or maximum scores , minimum points will be allocated.			

NB: - The 2 years supervisory/OHS experience on site supervisor may have been served concurrently with technical experience. It does not mean that the supervisor needs a cumulative experience of 6 years.

2. PROJECT PLANNING BREAKDOWN (40 Points)

Technical Approach (C3 Service Information for guidance) – (20 Points)**Tenderer expected to discuss each item in the matrix below separately.**

Item No	Requirement Description Points	(Poor) = 0	(Minimum) = 12	Maximum = 20
1	The approach shows a specific system differentiating between inspected, tested and non-tested equipment per quarter on the field.			
2	The approach shows a computerized or digitised maintenance management system (web accessible) which will be utilised to assign, track, and close off work orders. Furthermore, the approach shows how digitised maintenance management system links with field handheld electronic maintenance devices.			
3	Approach shows a computerised or digitised spares management system (Web accessible) which will be utilised to manage inventory or spares in line with the ACSA management procedure KARDEX (See attached).	No demonstrated compliance with requirements 1 – 6.	Requirement 5 and 6 not submitted	Full compliance with requirements 1 – 6.
4	Approach shows a computerised or digitised document management system (web accessible) which will be utilised to manage documents generated through maintenance works.			
5	Approach shows a plan which will enable all equipment to be maintained as per maintenance frequencies in the scope of work.			
6	Approach shows a standby rooster for full year including senior support staff and escalation procedure.			

NB Scoring Notes: Technical approach must be relevant and specific to the mechanical power transmission systems (Motors, couplings, chains, gearboxes and lubricants), work on Electrical DBs and control panels



Bid specific Organogram – (20 Points)

Points	Description
(Poor)=0	The team is not balanced with key personnel (as per the maintenance service resources required) to deliver the maintenance service successfully, and responsibility is not allocated to well experienced in the appropriate discipline, the organogram does not show clear responsibilities and resources dedicated to the project and the support resources.
(Minimum)=12	The team is balanced with key personnel (as per the maintenance service resources required) to deliver the maintenance service successfully, and responsibility is allocated to well experienced in the appropriate discipline, the organogram shows clear responsibilities and resources dedicated to the maintenance services
(Maximum)=20	The team is balanced with key personnel (as per the maintenance service resources required) to deliver the maintenance service successfully, and responsibility is allocated to well experienced in the appropriate discipline, the organogram shows clear responsibilities and resources dedicated to the maintenance service and the support resources.



**3. RELEVANT REFERENCE AND EXPERIENCE OF THE TENDERING ENTITY/ENTITIES
BREAKDOWN (20)**

Company references and value of maintenance mechanical power transmission systems (Motors, couplings, chains, gearboxes and lubricants), work on Electrical DBs and control panels contracts. -20			
Item No	Poor = 0	MINIMUM points = 12	MAXIMUM points =20
2	1 company references showing the client's name, the type of relevant experience in mechanical power transmission systems contracts	2 company references showing the client name, the type of relevant experience in mechanical power transmission systems.	3 or more company references showing the client's name, the type of relevant experience in mechanical power transmission systems.
NB SCORING NOTES			
<p>- If bidder provides 2 references and none of the references shows a bidder's experience in mechanical power transmission systems</p> <ul style="list-style-type: none"> • <u>Reference letter of the Bidding entity/entities must have the following as a minimum</u> <ol style="list-style-type: none"> 1) Referee Company letter head. 2) The description of works performed by the bidder. 3) The start date and end date of the contract <p><i>N.B All this information in the bidders' reference letter must support information populated in forms.</i></p> 			



Standard Conditions of Tender

C.1 General

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising



from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised



C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1 (Chosen option)

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate



each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not



attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the



tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's



address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).



C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as “SUBSTITUTE”.

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer’s commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer’s request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds and policies

If requested, submit for the employer’s acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.



C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.



C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.



C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:



- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.



The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and



- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.



AIRPORTS COMPANY SOUTH AFRICA

O. R. TAMBO INTERNATIONAL AIRPORT

TENDER REF. No: ORTIA/6991/2022/RFP

Maintenance of Automatic Sliding Doors, Boom Gates, Turnstiles, Aircraft Gates, And Perimeter Gates at O. R. Tambo International Airport for a period of thirty-six (36) months.

Part T2: Returnable Documents

T2.1: List of Returnable Document

The tenderer must complete the following returnable documents:		Completed (tick)
1	Returnable Schedules required for tender evaluation purposes only	
	A1: Certificate of Attendance at Briefing session	
	A2: Record of Addenda to Tender Documents	
	A3: Certificate of Authority for Signatory	
	A4: Certificate of Authority for Joint Ventures (where applicable)	
	A5: Schedule of the Tenderer's Recent Experience related to this Project	
	A6: Completion Certificates of Previous Projects Completed	
	A7: Client reference letters on clients' letterhead of Previous Projects Completed	
	A8: Proof of Contract references of Previous Projects Completed	
	A9: Schedule of Current Commitments	
	A10: SBD 4: Declaration of Interest	
	A11: SBD 6.1: Preference points claim form in terms of preferential procurement Regulations	
	A12: SBD 6.2 (Declaration for local content and production for PPPFA designated sectors	
	A13: SBD 8: Declaration of Bidder's past supply chain management practices	
	A14: SBD 9: Certificate of independent bid determination	
	A15: Proof of registration as an electrical contractor with the Department of Labour for the bidding entity or the nominated Electrical Contractor.	N/A
2	Other documents required only for tender evaluation purposes	



The tenderer must complete the following returnable documents:	Completed (tick)
B1: Proof of registration for Contractor's WCA registration and or COID	
B2: A copy of Certificate of Contractor Registration issued by the Construction Industry Development Board	
B3: A valid Tax Clearance Certificate or SARS Pin issued by the South African Revenue Services.	
B4: An original Bank Statement of good financial standing (Bank Rating) for the tender sum	N/A
B5: Central Supplier Database (CSD) proof of registration.	
3 Returnable Schedules required for tender evaluation purposes that will be incorporated into the contract	
C1.1 Form of Offer and Acceptance	
C1: Compulsory Enterprise Questionnaire	
C2: Schedule of Proposed Subcontractors	
C4: Subcontractor's Supporting Documents (Not Applicable)	
C5: Plant and Equipment	N/A
C6: A copy of B-BBEE Verification Certificate	
C7: CVs of key personnel	
C8: Certified Certificates of Qualifications of Key Personnel.	
C10 Occupational Health and Safety Questionnaire	
C11 Schedule of Information to be provided by Tenderer	
C12 Proposed Amendments and Qualifications	



Maintenance of Automatic Sliding Doors, Boom Gates, Turnstiles, Aircraft Gates, And Perimeter Gates at O. R. Tambo International Airport for a period of thirty-six (36) months.

TENDER REF. No: ORTIA/6991/2022/RFP

T2.2 Returnable Schedules

FORM A1. Certificate of Attendance of the Briefing Session

This is to certify that

I,

Representative of (tenderer).....

.....

of (address).....

.....

.....

e-mail

telephone number

fax number.....

visited the compulsory brief session held on date.....

Signed		Date	
Name		Position	
Tenderer			



Signed by ACSA
Representative:

Name:



FORM A2. Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this response for Tenders, amending the Tenders documents, have been taken into account in this response:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			



Form A3: Certificate of Authority for Signatory

- (1) Signatories for close corporations and companies shall confirm their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.
- (2) In the event that the tenderer is a joint venture, a certificate of authority for signatories (Form A3) is required from all members of the joint venture and the designated lead member shall be clearly identified as requested by tender condition C2.13.4.

An example is shown below:

"By resolution of the board of directors taken on 20.....

Mr/Ms

whose signature appear below, has been duly authorized to sign all documents in connection with this tender for Tender number **ORT6636/2021/RFP ORT6636/2021/RFP** and any contract which may arise there from on behalf of

(block capitals)

Signed on behalf of Company:

In his/her capacity as:

Date:..... Signatory of Authority:

Witnesses:

.....
 Signature Signature

.....
 Name (print) Name (print)

Attach:

- **Latest Audited Annual Financial Report**
- **Bank reference Letter**

Signed		Date	
--------	--	------	--



Name		Position	
Tenderer			



FORM A4. Certificate of Authority of Joint Ventures (where applicable)

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms . . .
 , authorised signatory of the company
 , acting in the capacity of lead partner,
 to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

Please attach JV agreement stipulation % share of each JV

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:

Signed		Date	
Name		Position	
Tenderer			



FORM A5. Schedule of the Tenderer’s Recent Experience

Bidders should very briefly describe his or her experience in this regard and attach this to this schedule. See format below

The description should be put in tabular form with the following headings:

Employer, contact person and telephone number	Principal Agent (Name, Tel No, Contact Person)	Description of works/ Project Name	Value of work inclusive of VAT (Rand)	Date started	Date completed	COMPLETION CERTIFICATE OR CLIENT REFERENCE LETTER	
						YES	NO

Note: When completing the above schedule, Tenderer’s must take cognisance of the evaluation criteria as described in the Tender Data, Part T1.2, Clause C.3.11

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.



Signed		Date	
Name		Position	
Tenderer			



FORM A6 Copies of Completion Certificates of Previous Projects Completed

Please attach Completion Certificates (Practical Completion) of Previous Projects Completed as listed under Form A5 above to this page.

A minimum of three (3) certificates required for relevant projects

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Tenderer			



FORM A7 Copies of Client Reference Letters of Previous Projects Completed

Please attach copies of Client Reference Letters of Previous Projects Completed as listed under Form A5 above to this page.
A minimum of three (3) reference letters required from the client bodies/Principal Agent.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Tenderer			



Form A8 Proof of Contract references of Previous Projects Completed

Please attach proof of Contract Values of Previous Projects Completed as listed under Form A5 above to this page. A minimum of three (3) certificates required for relevant projects

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Tenderer			



SBD 4

A10. DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:
.....

2.2 Identity Number:
.....
...

2.3 Position occupied in the Company (director, trustee, shareholder²):
.....

2.4 Company Registration Number:
.....

2.5 Tax Reference Number:
.....

2.6 VAT Registration Number:
.....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –



- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person connected to the bidder is employed :

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....



.....

2.8 Did you or your spouse, or any of the company’s directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Number	Employee / Persal Number



4 DECLARATION

I, _____ THE _____ UNDERSIGNED
(NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



SBD 6.1

A11. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable; or
- b) The 80/20 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE



status level of contribution are not claimed.

- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS



A maximum of 80 points is allocated for price on the following basis:
80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0



5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		



8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies



the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....



SBD 6.2

A12 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where



- 3. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
 do hereby declare, in my capacity as
 of(name of bidder
 entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in



paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____



Form B1 to Form B5: Certificates

Attach the following Certificates to this page:

- B1:** Proof of registration for Contractor's WCA registration or COID
- B2:** An original Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB)
- B3:** A Tax Clearance Certificate issued by the South African Revenue Services. In the event of a Joint Venture, each member shall comply with this requirement.
- B4:** An original Bank Statement of good financial standing. (This document shall include a Bank Rating for the tender sum as indicated below)
- B5:** Central Supplier Database (CSD) proof of registration with Supplier number (MAAA) and Unique registration number

Bank Report on :	<i>(Tenderers Name)</i>
Account No :	
Bank :	
Branch Code :	
Amount :	<i>(Tender Value)</i>
Duration :	<i>XX months (excluding special non-working days)</i>

BUSINESS POTENTIAL CODE (MARK X AGAINST APPLICABLE CLASSIFICATION)

<input type="checkbox"/>	A	UNDOUBTED FOR INQUIRY
<input type="checkbox"/>	B	GOOD FOR AMOUNT QUOTED
<input type="checkbox"/>	C	GOOD FOR AMOUNT QUOTED IF STRICTLY IN WAY OF BUSINESS
<input type="checkbox"/>	D	FAIR TRADE RISK
<input type="checkbox"/>	E	FIGURE CONSIDER TOO HIGH
<input type="checkbox"/>	F	FINANCIAL POSITION UNKNOWN
<input type="checkbox"/>	G	OCCASIONALLY DISHONOURED
<input type="checkbox"/>	H	FREQUENTLY DISHONOURED



Form C1: Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: CSD number:

Section 5: Particulars of sole proprietors and partners in partnerships:

** Complete only if sole proprietor or partnership and attach separate page if more than 3 partners*

Section 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 9: SBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 10: SBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.



Signed		Date	
Name		Position	
<i>Enterprise name</i>			



Form C5: Plant and Equipment – N/A

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.



Signed		Date	
Name		Position	
Tenderer			



FORM C6: A copy of B-BBEE Verification Certificate

1. Valuation of preference points is based on tenderer’s B-BBEE verification certificate:
 - a) The certificate shall have been issued by:
 - i. A verification agency accredited by South African National Accreditation System (SANAS);
 - ii. A registered auditor approved by the Independent Regulatory Board of Auditors (IRBA);
 - b) The verification certificate must be valid at the tender closing date
 - c) Failure to submit a valid verification certificate will result in the award of zero (0) points for preference.

2. In the event of a Joint Venture (JV), a consolidated B-BBEE verification certificate in the name of the JV shall be submitted.
 - a) The verification certificate shall identify:
 - i. The name and *domicilium citandi et executandi* of the tenderer
 - ii. The registration and VAT number of the tenderer
 - iii. The dates of granting of the B-BBEE score and the period of validity
 - iv. The expiry date of the verification certificate
 - v. A unique identification number

3. The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer:
 - a) The name and/or mark/logo of the B-BBEE verification agency.
 - b) The scorecard (GENERIC, QSE, EME) against which the tenderer has been verified.
 - c) The B-BBEE status level
 - d) The SANAS or IRBA logo on the verification certificate.
 - e) The B-BBEE procurement recognition level.
 - f) The score achieved per B-BBEE element.
 - g) The % black shareholding.
 - h) The % black woman shareholding.
 - i) The % black persons with disabilities.

4. ACSA will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a verification agency’s standard certificate format. The tenderer, at its own cost, must acquire the specified data listed in 3 above from its selected verification agency and have it recorded on the certificate.

Alternatively, such missing data must be supplied separately, but certified as correct by the same verification agency and also submitted. Failure to abide by this requirement will result in such a tenderer scoring zero (0) preference.

Signed		Date	
Name		Position	
Tenderer			



FORM C7. The CV's of key personnel

Bidders are referred to **clause C.3.11** which indicates the maximum possible score for information requested under this schedule.

Bidders are required to demonstrate the following:

- **Composition of team structure** including roles & responsibilities and time allocation (i.e. full time vs part time)
- Qualifications and Demonstrated Experience of key personnel in relevant projects (similar size, nature & complexity). As the work to be carried out in this tender is of a technically complex nature, it is essential that suitably qualified and experienced personnel be assigned to this project.

As a minimum key team members as stated below need to be allocated to the project serving in a full time capacity covering the following key competencies. (i.e. 1 competency per team member). The key team needs to be represented by a Project Director (who does not necessarily need to be full time on the site):

1. **Site manager/supervisor**
2. **Technician**
3. **Assistant technician**

The evaluation of quality will be based on the **CV's submitted and organogram of proposed team. Bidders are to complete returnable CV templates and attach full detailed CV thereto**



Site Manager/Supervisor

Name:	
Date of Birth:	
Current Employer:	
Job Description and Qualifications:	
Relevant Years' Experience	

Key experience in relevant works: It is to be noted that 'relevant projects' refers to liquid petroleum facilities.

Project 1 Name:

Start:

Completion:

Client:

Outline of Responsibilities and Duties:

Project 2 Name:

Start:

Completion:

Client:

Outline of Responsibilities and Duties:

Project 3 Name:

Start:

Completion:

Client:

Outline of Responsibilities and Duties:

Note: When completing the above schedule, Tenderer's must be cognisant of the evaluation criteria as described in the Tender Data, Part T1.2, Clause C3.11

Commitment to the Project

The undersigned commits himself / herself to the overall project. He/she does not intend to cancel his/her contract or to leave the company which employs him/her within the overall duration of this project. Should the person stated above not be available for the Contract (for a *bona fide* reason), a person of at least the same experience and qualifications will need to be submitted for approval prior to taking up the position.



Technician

Name:	
Date of Birth:	
Current Employer:	
Job Description and Qualifications:	
Relevant Years' Experience	

Key experience in relevant projects: It is to be noted that 'relevant projects' refers to liquid petroleum facilities.

Project 1 Name:
Start:
Completion:
Client:
Outline of Responsibilities and Duties:

Project 2 Name:
Start:
Completion:
Client:
Outline of Responsibilities and Duties:

Project 3 Name:
Start:
Completion:
Client:
Outline of Responsibilities and Duties:

Note: When completing the above schedule, Tenderer's must be cognisant of the evaluation criteria as described in the Tender Data, Clause C3.11

Commitment to the Project

The undersigned commits himself / herself to the overall project. He/she does not intend to cancel his/her contract or to leave the company which employs him/her within the overall duration of this project. Should the person stated above not be available for the Contract (for a *bona fide* reason), a person of at least the same experience and qualifications will need to be submitted for approval prior to taking up the position.



Assistant Technician

Name:	
Date of Birth:	
Current Employer:	
Job Description and Qualifications:	
Relevant Years' Experience	

Key experience in relevant projects: It is to be noted that 'relevant projects' refers to liquid petroleum facilities.

Project 1 Name:
Start:
Completion:
Client:
Outline of Responsibilities and Duties:

Project 2 Name:
Start:
Completion:
Client:
Outline of Responsibilities and Duties:

Project 3 Name:
Start:
Completion:
Client:
Outline of Responsibilities and Duties:

Note: When completing the above schedule, Tenderer's must be cognisant of the evaluation criteria as described in the Tender Data, Clause C3.11

Commitment to the Project

The undersigned commits himself / herself to the overall project. He/she does not intend to cancel his/her contract or to leave the company which employs him/her within the overall duration of this project. Should the person stated above not be available for the Contract (for a *bona fide* reason), a person of at least the same experience and qualifications will need to be submitted for approval prior to taking up the position.



FORM C8: Certified Certificates of Qualifications of Key Personnel.

Please attach certified copies of Qualifications of Key Personnel as listed under Form C7 above to this page.

Signed		Date	
Name		Position	
Tenderer			

Form C10. Occupational Health and Safety Questionnaire

1.	SHE POLICY, ORGANISATION AND MANAGEMENT INVOLVEMENT	YES	NO
1.1	Do you have a SHE Policy?		
	Is this signed by the senior executive?		
	Please supply copy of this policy		
1.2	Does a She structure exist in your company?		
	Please provide details		
1.3	Are senior and middle management actively involved in the promotions of SHE?		
	Please provide details e.g.		
	<ul style="list-style-type: none"> • Periodical work area inspection • Regular Health and Safety meetings with personnel 		
1.4	Are the SHE responsibilities of managers clearly defined?		
	Please provide details		
1.5	Are annual SHE objectives included in your business plan?		
	Please provide example		
1.6	Is your company registered with the Compensation Commissioner? (COID Act)?		
	If so, please provide registration number		
1.7	Do you have a copy of good standing certificate, confirming that your registration is paid up?		
	If so, please provide copy thereof		
2.	SHE TRAINING	YES	NO
2.1	Is training provided to employees at the following stages?		
	<ul style="list-style-type: none"> • When joining the company • When changing jobs within the company • When new plant or equipment needs to be operated 		
	As a result of experience of and feedback from an accident/ incident reports		
	Are you able to provide proof of specialist training provided?		
	Please state how this can be achieved		
2.2	What formal SHE training is provided specifically to		
	<ul style="list-style-type: none"> • First line supervisors 		
	Middle and top management		
	Please describe		
2.3	Are all employees (including sub-contractors) instructed as to the application of rules and regulations?		

	When is this done and how is it achieved?		
2.4	Does this training include the selection, use and care of personal protective equipment?		
2.5	What refresher training is provided and at what intervals? Please list examples		
	Course Title	Target audience	Interval
2.6	Has the person(s) allocated as your SHE advisor followed specific SHE training? Please list most recent courses		
	Does this include refresher training?		
3.	PURCHASE OF GOODS, MATERIALS AND SERVICES	YES	NO
3.1	Do you have a system for establishing SHE specifications as part of the assessment of goods, materials and services? Please describe		
3.2	Do you have a system which ensures that all statutory inspection of plant and equipment are carried out? Please give examples of plant /equipment covered		
3.3	Is there record of inspection? Where is it kept? Are you able to supply copies of these inspection records if required?		
3.4	How is plant and equipment, which has been inspected identifies as being safe to use?		
3.5	Do you evaluate the SHE competence of all sub-contractors? Please describe how this is achieved and how the results are monitored		
4.	SHE INSPECTIONS	YES	NO
4.1	Are periodic work inspections carried out by first line supervisors or your General Safety Regulation 11(1) appointee?		
4.2	Are records of these inspections kept and available?		
4.3	During the inspections are supervisors required to check that safety rules and regulations (including personal protective equipment) are adhered to?		
4.4	Are unsafe acts and conditions reported and remedial actions formally monitored?		

	Please provide examples of the above		
5.	RULES AND REGULATIONS	YES	NO
5.1	Do health and safety rules and regulations exist for personnel and sub-contractors? Do these cover <ul style="list-style-type: none"> • General rules • Project rules • Specific task rules 		
5.2	Do these rules include permit to work system (as applicable)		
5.3	Do you have experience of project SHE plans? Please give examples of where these have been used		
5.4	Do you have a formal company guideline for holding pre-contract health and safety meetings with the client?		
6	RISK MANAGEMENT	YES	NO
6.1	Have the following, involved in the execution of your work, been identified? <ul style="list-style-type: none"> • Hazards affecting health and safety? • The groups of people who might be affected? • An evaluation of the risk from each significant hazard? • Whether the risks arising are adequately controlled? 		
6.2	Are these findings and assessments recorded?		
6.3	How often are they reviewed? Please list the time frame e.g. years		
6.4	For what processes/risk is personal protective equipment issued?		
	Process/Risk	Type of PPE	
	Do you have a copy of the issue lists for PPE available on request?		
7	EMERGENCY ARRANGEMENTS	YES	NO
7.1	How do you manage your arrangements for dealing with emergencies? Are these communicated to your sub-contractors?		
7.2	What provision have you made for first aid? E.g. Trained First Aiders		

7.3	What training do you provide to employees in Safety/Fire Fighting? Please list institutions used for these training		
8	RECRUITMENT OF PERSONNEL	YES	NO
8.1	Are health and Safety factors considered when hiring personnel?		
8.2	Are medical examinations carried prior to employment? In all cases Where type of work requires medical examination		
8.3	Do you cover exit medical examination?		
8.4	How do you assess the competence of staff before an appointment is made? E.g. Via trade testing, reference checks		
9.	REPORTING AND INVESTIGATION OF ACCIDENTS, INCIDENTS AND DANGEROUS CONDITIONS	YES	NO
9.1	Do you have a procedure for reporting, investigating and recording accidents and incidents? Please supply a copy		
9.2	Is there a standard report/investigation form used? Please supply a copy		
9.3	Do you have a formal system for reporting situations/near misses etc.? Please provide a copy		
9.4	Please provide the following statistic for the last five years		
		YEAR 1	YEAR 2
		YEAR 3	YEAR 4
		YEAR 5	
	Lost time accidents per 100 employees		
	Major/ Reportable injuries per 100 employees		
	Number of dangerous occurrences		
	Lost man day due to accidents		
10	HEALTH AND SAFETY COMMUNICATION AND CONSULTATION	YES	NO
10.1	Are Health and Safety Committee meetings held between management and appointed Health and Safety representatives?		
10.2	Are the results of these meetings communicated to all employees? If Yes please describe method		
10.3	Are Health and Safety meetings held?		



	At what frequency?		
	Chaired by whom?		
10.4	Do you carry out SHE promotions / campaigns?		
	If Yes please provide examples		

The following documentation should also be provided with the tender:

1. Letter of Good Standing from the Compensation Commissioner or licensed compensation insurer
2. COID Insurance

Declaration

I/wedeclare that the above information provided is correct.

Signed		Date	
Name		Position	
Tenderer			



Form C11: Schedule of Information to be provided by Tenderer

1. Company details:

Registered Address:
 Contact Person:
 Telephone:
 Fax:

2. Shareholders

Names/Percentages of holdings:

3. Bankers

Name of Account Holder :
 Bank:
 Branch:
 Account Number:
 Bank and branch contact details:

4. Turnover

Approximate turnover for each of the past three years:

2016:

2017:

2018:

5. Management and Manpower Resources

Supervisors:

Labourers:

Other:

Name of Supervisor to be allocated to this contract:

6. Construction Equipment (Value in R)

Equipment owned by Company:

Own workshop/stores (location):

Signed		Date	
Name		Position	
Tenderer			



Form C12: Proposed Amendments and Qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer’s attention is drawn to clause C.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer’s handling of material deviations and qualifications.

Page	Clause item or	Proposal

Signed		Date	
Name		Position	
Tenderer			



Form C13: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

between

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

(Registration No. 1993/004149/30)

(“Airports Company”)

of

Riverwoods Office Park

24 Johnson Road

Bedfordview

Johannesburg

AND

[NAME OF SERVICE PROVIDER]

(Registration No: _____)

(“_____”)

of

[Service Providers Address]

1. INTERPRETATION

In this agreement -

1.1 "confidential Information" – is information which is confidential to the disclosing party, and includes whether in written, graphic, oral, proprietary, tangible, intangible, electronic or other form, and, -

1.1.1 any information in respect of know-how, formulae, statistics, processes, systems, business methods, marketing, trading and merchandising methods and information, promotional and advertising plans and strategies, pricing, financial plans and models, inventions, long-term plans, research and development data, user or consumer/



customer data and profiles, ideas, computer programmes, drawings and any other information of a confidential nature of the disclosing party, in whatever form it may be;

- 1.1.2 the contractual business and financial arrangements of the disclosing party and others with whom it has business arrangements of whatever nature;
- 1.1.3 all information peculiar to the business of the disclosing party which is not readily available to a competitor of the disclosing party in the ordinary course of business;
- 1.1.4 the fact of and content of any discussions between the disclosing party and the receiving party as well as the existence and content of any agreement, which may be concluded between the disclosing party and the receiving party;
- 1.1.5 all other matters of a confidential nature which relate to the disclosing party's business;
- 1.1.6 generally, information which is disclosed in circumstances of confidence or would be understood by the parties, exercising reasonable business judgement, to be confidential;
- 1.1.7 all information of whatsoever nature relating to the disclosing party as contemplated in 2.1 below;

but does not include information which -
- 1.1.8 is or hereafter becomes part of the public domain, otherwise than as a result of a breach or default of the receiving party or of a representative or affiliate of the receiving party;
- 1.1.9 can be shown to have been lawfully in the possession of the receiving party or its affiliates or consultants prior to its disclosure and is not subject to an existing agreement between the disclosing party and the receiving party;
- 1.1.10 is acquired by the receiving party independently from a third party who lawfully acquired such information without restriction and who had not previously obtained the confidential information directly or indirectly under a confidentiality obligation from the disclosing party;
- 1.1.11 is acquired or developed by the receiving party independently of the disclosing party and in circumstances which do not amount to a breach of the provisions of this agreement;



- 1.1.12 is disclosed or released by the receiving party to satisfy an order of a court of competent jurisdiction or to otherwise comply with the provisions of any law or regulation in force at the time or the requirements of any recognised stock exchange; provided that, in these circumstances, the receiving party shall inform the disclosing party of the requirement to disclose prior to making the disclosure and provided further that the receiving party will disclose only that portion of the confidential information which it is legally required to so disclose; and the receiving party will use its reasonable endeavours to protect the confidentiality of such information to the widest extent lawfully possible in the circumstances (and shall co-operate with the disclosing party if it elects to contest any such disclosure);
- 1.2 For the purposes of this agreement the party, which discloses confidential information, shall be referred to as “the disclosing party” and the party, which receives the confidential information, shall be referred to as “the receiving party”.
- 1.3 ““affiliate” –of a Party means any person, now or hereafter existing, who directly or indirectly controls, (*holding company*) or is controlled or is under common control of such Party (subsidiary company); a Person “controls” another person if it holds or is beneficially entitled to hold , directly or indirectly, other than by way of security interest only, more than 50% of its voting , income or capital;
- 1.4 “disclosing party” – the party disclosing confidential information in terms of this agreement and being Airports Company;
- 1.5 “receiving party” – the party receiving confidential information in terms of this agreement;
- 1.6 “the parties” – the Airports Company and _____.

2. **INTRODUCTION**

- 2.1 The parties intend to provide each other with certain information pertaining to their operations and the parties are in the process of discussing certain matters with a view to concluding an agreement (“the potential agreement”), which discussions have required and will require the disclosure to one another of information of a proprietary, secret and confidential nature. Whether or not the parties conclude the potential agreement will not affect the validity of this agreement.
- 2.2 If the confidential information so disclosed is used by the receiving party for any purpose other than that for which its use is authorised in terms of this agreement or is disclosed or disseminated by the



receiving party to another person or entity which is not a party to this agreement, this may cause the disclosing party to suffer damages and material financial loss.

2.3 This agreement shall also bind the parties, notwithstanding the date of signature hereof, in the event that either party shall have disclosed any confidential information to the other party prior to date of signature hereof.

2.4 The parties wish to record the terms and conditions upon which each shall disclose confidential information to the other, which terms and conditions shall constitute a binding and enforceable agreement between the parties and their agents.

3. **USE OF CONFIDENTIAL INFORMATION**

Any confidential information disclosed by the disclosing party shall be received and used by the receiving party only for the limited purpose described in 2.1 above and for no other purpose.

4. **NON-DISCLOSURE**

4.1 THE RECEIVING PARTY undertakes that -

4.1.1 it will treat the disclosing party's confidential information as private and confidential and safeguard it accordingly;

4.1.2 it will not use (except as permitted in 3 above) or disclose or release or copy or reproduce or publish or circulate or reverse or engineer and/or decompile or otherwise transfer, whether directly or indirectly, the confidential information of the disclosing party to any other person or entity; and the receiving party shall take all such steps as may be reasonably necessary to prevent the disclosing party's confidential information falling into the hands of unauthorised persons or entities;

4.1.3 it shall not disclose the confidential information of the disclosing party to any employee, consultant, professional adviser, contractor or sub-contractor or agent of the receiving party (collectively referred to herein as "representative") or an affiliate of the receiving party, nor shall they be given access thereto by the receiving party -

4.1.3.1 unless it is strictly necessary for the purposes referred to in 2.1 above; and



4.1.3.2 the receiving party shall have procured that the representative, affiliate or consultant to whom or to which such information is disclosed or made available shall have agreed to be bound by all the terms of this agreement,

and, in such event, the receiving party hereby indemnifies the disclosing party against any loss, harm or damage which it may suffer as a result of the unauthorised disclosure of confidential information by a representative, affiliate or consultant.

4.2 Any documentation or written record or other material containing confidential information (in whatsoever form) which comes into the possession of the receiving party shall itself be deemed to form part of the confidential information of the disclosing party. The receiving party shall, on request, and in any event if the discussions referred to in 2.1 above should not result in an agreement, return to the disclosing party all of its confidential information which is in physical form (including all copies) and shall destroy any other records (including, without limitation, those in machine readable form) as far as they contain the disclosing party's confidential information. The receiving party will, upon written or oral request from the disclosing party and within five (5) business days of the disclosing party's request, provide the disclosing party with written confirmation that all such records have been destroyed.

5. **COPIES**

5.1 **The receiving party may only make such copies of the disclosing party's confidential information as are strictly necessary for the purpose and the disclosures which are not in**



breach of this agreement and authorised in terms of this agreement. The receiving party shall clearly mark all such copies as “Confidential”.

5.2 At the written request of the disclosing party, the receiving party shall supply to the disclosing party a list showing, to the extent practical –

5.2.1 where copies of the confidential Information are held;

5.2.2 copies that have been made by the receiving party (except where they contain insignificant extracts from or references to confidential information) and where they are held; and

5.2.3 the names and addresses of the persons to whom confidential information has been disclosed and, if applicable, a copy of the confidentiality undertaking signed by such persons complying with the provisions of this agreement.

6. THE USE OF THE COMPANY’S INTELLECTUAL PROPERTY

6.1 The receiving party shall not use any intellectual property of the Company (including trademarks, service marks, logos, slogans, trade names, brand names and other indicia of origin) (collectively, the “Company IP”) for any reason whatsoever without first obtaining the Company’s prior written consent which consent the Company shall be entitled to grant solely at its own discretion.

6.2 If the receiving party requires the use of such Company IP, a request must be sent to the Brand Custodians Office, via email to brandcustodian@airports.co.za. Each single request by the same receiving party shall be treated as a new request.

6.3 Should the Company provide its consent in terms of clause 6.1 above, the receiving party shall comply with the Company’s policies and standards with regard to the use of the Company IP. Such policies and standards shall be communicated to the receiving party at the time the Company grants the consent to the receiving party.



6.4 Failure to adhere to the provisions of this clause 6 or the policies, brand requirements and protocols that will be communicated by the Brand Custodians Office to the receiving party, shall result in the penalty equal to the value of 2% (two per cent) of the receiving party’s annual turnover in the financial year in which the aforesaid failure occurred.

7. **DURATION**

7.1 Subject to Clause 2.3 this agreement shall commence or shall be deemed to have commenced on the date of signature of this agreement by the last party to sign the agreement.

7.2 This agreement shall remain in force for a period of **5** years (“the term”), or for a period of one (1) year from the date of the last disclosure of confidential information to the receiving party, whichever is the longer period, whether or not the parties continue to have any relationship for that period of time.

8. **TITLE**

8.1 All confidential information disclosed by the disclosing party to the receiving party is acknowledged by the receiving party:

8.1.1 to be proprietary to the disclosing party; and

8.1.2 not to confer any rights to the receiving party of whatever nature in the confidential information.

9. **RELATIONSHIP BETWEEN THE PARTIES**

9.1 The disclosing party is not obliged, by reason of this agreement, to disclose any of its confidential information to the receiving party or to enter into any further agreement or business relationship with the receiving party. Nothing herein shall imply or create any exclusive relationship between the Parties or otherwise restrict either Party from pursuing any business opportunities provided it complies at all times with the non-disclosure obligations set forth herein

9.2 The disclosing party retains the sole and exclusive ownership of intellectual property rights to its confidential information and no license or any other interest in such confidential information is granted in terms hereof or by reason of its disclosure.

9.3 The termination of the discussions referred to in 2.1 above shall not release the parties from the obligations set out in this agreement.



10. **ENFORCEMENT, GOVERNING LAWS AND JURISDICTION**

10.1 This agreement shall be governed by and interpreted according to the laws of the Republic of South Africa, without reference to the choice of laws' provisions of the Republic of South Africa. In the event of a conflict between or inconsistency in the laws applicable in the various provinces of the Republic of South Africa, the law as applied and interpreted in the Gauteng Province shall prevail.

10.2 The parties irrevocably submit to the exclusive jurisdiction of the High Court of South Africa, Witwatersrand Local Division, in respect of any action or proceeding arising from this agreement.

10.3 The parties agree that, in the event of a breach of this agreement, monetary damages would not be an adequate remedy. In the event of a breach or threatened breach of any provisions of this agreement by the receiving party, the disclosing party (and/or its relevant affiliate) shall be entitled to injunctive relief in any court of competent jurisdiction and the receiving party shall reimburse the disclosing party for any costs, claims, demands or liabilities arising directly or indirectly out of a breach. Nothing contained in this agreement shall be construed as prohibiting a party or its affiliate from pursuing any other remedies available to it for a breach or threatened breach.

10.4 The failure by the disclosing party to enforce or to require the performance at any time of any of the provisions of this agreement shall not be construed to be a waiver of such provision, and shall not affect either the validity of this agreement or any part hereof or the right of the disclosing party to enforce the provisions of this agreement.

11. **DOMICILIUM**

11.1 The parties choose as their *domicilium* the addresses indicated in the heading to this agreement for the purposes of giving any notice, the payment of any sum, the serving of any process and for any other purpose arising from this agreement.

11.2 Each of the parties shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other address which is not a post office box or poste restante.

11.3 Any notice required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.

11.4 Any notice given and any payment made by one party to the other ("the addressee") which:



- 11.4.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicile for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;
- 11.4.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicile for the time being shall be presumed, until the contrary is proved, to have been received by the addressee on the fourth day after the date of posting;
- 11.4.3 is transmitted by facsimile to the addressee's receiving machine shall be presumed, until the contrary is proved, to have been received within one (1) hour of transmission where it is transmitted during normal business hours or, if transmitted outside normal business hours, within one (1) hour of the resumption of normal business hours on the next normal business day.

12. **GENERAL**

- 12.1 No party shall be bound by any representation, warranty, undertaking, promise or the like not recorded in this agreement.
- 12.2 No addition to, variation or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 12.3 Any indulgence which either party may show to the other in terms of or pursuant to the provisions contained in this agreement shall not constitute a waiver of any of the rights of the party which granted such indulgence.
- 12.4 The parties acknowledge that this agreement and the undertakings given by it in terms hereof are fair and reasonable in regard to their nature, extent and period and go no further than is reasonably necessary to protect the interests of the parties.
- 12.5 The parties hereby confirm that they have entered into this agreement with full and clear understanding of the nature, significance and effect thereof and freely and voluntarily and without duress.
- 12.6 Neither party shall have the right to assign or otherwise transfer any of its rights or obligations under this agreement.
- 12.7 This agreement may be executed in several counterparts that together shall constitute one and the same instrument.
- 12.8 In this agreement, clause headings are for convenience and shall not be used in its interpretation.



12.9 Each clause of this agreement is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause shall not affect the balance of the clauses which shall remain in full force and effect.

SIGNED at _____ on _____ day of _____ 2018

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

the signatory warranting that he is duly authorised thereto.

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____

SIGNED at _____ on _____ day of _____ 2018

[NAME OF SERVICE PROVIDER]

the signatory warranting that s/he is duly authorised thereto.

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____



C1.1 Forms of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, wishes to enter into a contract for the

MAINTENANCE OF AUTOMATIC SLIDING DOORS, BOOM GATES, TURNSTILES, AIRCRAFT GATES, AND PERIMETER GATES AT O.R. TAMBO INTERNATIONAL AIRPORT FOR A PERIOD OF 36 MONTHS

The Contractor, identified in the offer signature block, has examined this document and addenda hereto as listed in the schedules, and by submitting this offer has accepted the conditions thereof.

By the representative of the Contractor, deemed to be duly authorised, signing this part of this form of offer and acceptance, the Contractor offers to perform all the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

The offered total of the Prices exclusive of VAT is	
Value Added Tax @ 15% is	
The total offered amount due inclusive of VAT is	
(in words)	

(The above amount should be calculated as per the guide provided in the Pricing Data [Subtotal F]. In the event of any conflict between the amount above and the Pricing Data [Subtotal F], the former shall prevail.)

for the Contractor

Signature Date

Name Capacity

(Name and address of organisation)

Name and signature of witness signature

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the tender data, whereupon the Bidder becomes the party named as the Contractor in the conditions of contract identified in the contract data.



Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the Contractor's offer. In consideration thereof, the employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Contractor's offer shall form an agreement between the employer and the Contractor upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data and Price List
- Part C3: Service information.
- Part C4: Site information
and schedules, drawings and documents or parts thereof where so indicated.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Bidder and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Contractor shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Bidder (now Contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

for the Employer

Signature Date

Name Capacity

**Airports Company South Africa,
3rd Floor ACSA North Wing Offices
O R Tambo International Airport
Kempton Park
1627**

Name of witness signature



C1.2 Contract Data

1 Precedence in interpretation of the contract:

2 In the event of any ambiguity, inconsistency or conflict between the General Conditions of Contract, Special Conditions, Pricing Data, Service information, or other, the order of precedence shall be as follows:

Firstly, the Service information (C3) and Annexes thereto shall prevail;

Secondly the Contract Data (C1.2) and Conditions of Contract;

Thirdly the General Conditions of Contract;

Fourthly the Pricing data;

Lastly any schedules, drawings and other documents included with this agreement.

3 General Conditions of Contract

4 The General Conditions of Contract comprise the NEC3 Term Service Contract, April 2013, published by the NEC, and the following "Particular Conditions", which include amendments and additions to such General Conditions.

The following Particular Conditions amplify the General Conditions of Contract and highlight areas in that document that require specific attention.

Wherein in the contract it is stated no contract data is required accordingly the *conditions of contract* remain unaltered as per NEC3 Term Service Contract, April 2013.



C1.2a - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option:	A: Priced contract with price list W1: Dispute resolution procedure X1: Price Adjustment for inflation
	and secondary Options:	X2: Changes in the law X17: Low service damages X18: Limitation of Liability (as amended in Option Z) X19: Task Order X20: Key performance indicators Z: Additional conditions of contract
	of the NEC3 Term Service Contract (April 2013)	
10.1	The <i>Employer</i> is:	Airports Company South Africa SOC Limited (ACSA), Registration No 1993/004149/30, VAT no 4930138393, a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	O. R. Tambo International Airport Private Bag X1 3rd Floor ACSA North Wing Offices OR Tambo International Airport 1627
	Tel No.	011 921 6911
10.1	The <i>Service Manager</i> is:	TBA
	Address	
	Tel No.	
	e-mail	<u>TBA</u>



11.2(2)	The <i>Affected Property</i> is	O. R. Tambo International Airport
11.2(13)	The <i>service</i> is	Maintenance of Automatic Sliding doors, Boom gates, Turnstiles, Aircraft gates, and Perimeter gates at O.R. Tambo International Airport for a period of 36 months, as more fully set out in section C3 <i>Service Information</i>.
11.2(14)	The following matters will be included in the Risk Register	<p>1. Risk of financial loss and/or injury of 3rd parties due to the proximity of the <i>service</i> (or of persons providing the <i>service</i>) to all airport users</p> <p>2. Risk of injury to contract personnel and all airport users due to lifting/moving of heavy objects</p> <p>3 Refer to Annexure E for more risks</p>
11.2(15)	The <i>Service Information</i> is in	Part C3: Employer's Service Information and all documents and drawings and other specifications to which it makes reference
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	3 working days
	The Contractor's main responsibilities	Detailed in Part C3 (Service Information)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	8 weeks of the Contract Date
	Time	
30.1	The <i>starting date</i> is	Upon signing of the contract by ACSA
30.2	The <i>Service Period</i> is	Thirty-Six (36) Months after signing of the contract by ACSA or when the amount in the Form of Offer has been expended, whichever occurs first
	Testing and Defects	No data is required for this section of the <i>conditions of the contract</i>
	Payment	
50.1	The <i>assessment interval</i> is on the	between the 1st and 15th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand (ZAR)



51.2	The period within which payments are made is	30 days
51.4	The <i>interest rate</i> is	The prime lending rate of the Nedbank Bank, as determined from time to time.
	Compensation events	No data is required for this section of the <i>conditions of contract</i>.
	Use of Equipment Plant and Materials	No data is required for this section of the <i>conditions of contract</i>.
Risks and insurance		
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	<p>(i) Insurance against loss of or damage to the <i>services</i>, Plant and Materials comprising Contract Works Insurance, SASRIA Special Risks Insurance and Marine & Air Cargo insurance; and</p> <p>(ii) Insurance (Public Liability Insurance) against liability for loss or damage to property (except the <i>services</i>, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with the contract;</p> <p>Note: The terms and other matters applicable to these insurances provided by the Employer (and to insurances generally) are detailed in the insurance schedule attached as section C1.5 to the <i>contract</i> (“the Insurance Schedule”).</p>
83.1	The <i>Contractor</i> provides these additional insurances	<p>Professional Indemnity Insurance</p> <p>Note: The terms and other matters applicable to this insurance provided by the Employer are likewise detailed in section C1.5 to the <i>contract</i>.</p>
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	Refer to section C1.5 Insurance Schedule
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	Refer to section C1.5 Insurance Schedule
83.1	The <i>Employer</i> provides these additional insurances	Refer to section C1.5 Insurance Schedule
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer’s</i> property is	Refer to section C1.5 Insurance Schedule



83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is:	Refer to section C1.5 Insurance Schedule
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	Refer to section C1.5 Insurance Schedule
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act
Termination		There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
Data for main Option clause		
A Priced contract with price list		
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	4 weeks.
Data for Option W1		
W1.1	The <i>Adjudicator</i> is	The person selected from the ICE-SA list of Adjudicators by the Party intending to refer a dispute to him [ICE-SA is a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body]
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body
W1.4(2)	The <i>tribunal</i> is:	arbitration



W1.4(5)	The <i>arbitration procedure</i> is	The latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body
	The place where arbitration is to be held is	Johannesburg, South Africa
	The person or organization who will choose an arbitrator	The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body
Data for secondary Option		
X1	Price Adjustment for inflation	The index referred to in this clause shall be deemed to refer to the CPI index on the <i>starting date</i> . Price adjustment for inflation shall only take place on contract anniversary
X2	Changes in the law	No data is required for this secondary Option
X17	Low service damages	As per the Service Information (C3) – Annex I section 6
X17.1	The <i>service level table</i> is in	The Service Information, Annex I
X18 Limitation of liability		
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	The total of the Prices
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The total of the Prices
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract. The excluded matters are amounts payable by the Contractor as stated in this contract for: - Loss of or damage to the Employer's property,



		<ul style="list-style-type: none"> - Defects liability, - Insurance liability to the extent of the Contractor’s risks - death of or injury to a person; infringement of an intellectual property right
X18.5	The <i>end of liability date</i> is	52 weeks after the end of the service period.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	5 days of receiving the Task Order
X 20.1	The incentive schedule for Key Performance Indicators is in	As per the Service Information (C3) – Annex I section 7
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	One (1) month



Z The *additional conditions of contract* are

AMENDMENTS TO THE CORE CLAUSES

Z1 Interpretation of the law

Z1.1 **Add to core clause 12.3:** Any extension, concession, waiver, non-enforcement of any terms of the contract or relaxation of any action stated in this contract by the Parties, the *Service Manager*, the, or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z2 **Providing the Service: Delete core clause 20.1 and replace with the following:**

Z2.1 The *Contractor* provides the *service* in accordance with the *Service Information* and warrants that the results of the *service*, when complete, shall be fit for their intended purpose.

Z3. **Other responsibilities: add the following at the end of core clause 27:**

Z3.1 The *Contractor* shall have satisfied himself, prior to the *starting date*, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the *starting date*.

Z3.2 The *Contractor* shall be responsible for the correct setting out or carrying out of the *service* in accordance with the original points, lines and levels stated in the *Service Information* or notified by the *Service Manager*,. Any errors in the setting or carrying out of the *service* shall be rectified by the *Contractor* at the *Contractor's* own costs.

Z4. Termination

Z4.1 **Add the following to core clause 91.1, at the second main bullet, fourth sub-bullet point, after the words “assets or”:** “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.

Z5 **Ambiguities and inconsistencies: Delete core clause 17 and replace with the following:**

Z5.1 If there is any ambiguity or inconsistency in or between the documents which are part of this contract, the priority of the documents is in accordance with the following sequence:

- Firstly, the *Service information (C3)* and *Annexes thereto* shall prevail;
- Secondly the *Contract Data (C1.2)* and *Conditions of Contract*;
- Thirdly the *General Conditions of Contract*;
- Fourthly the *Pricing data*;
- Fifth, the *additional conditions of contract under these Z clauses*
- Lastly any *schedules, drawings and other documents included with this agreement*.

Z5.2 The *Service Manager* or the *Contractor* notifies the other as soon as either becomes aware of any such ambiguity or inconsistency in or between the documents which are part of this contract. The *Service Manager* gives an instruction resolving the ambiguity or inconsistency. Notwithstanding any other provision of this contract, any such ambiguity, inconsistency and/or instruction does not automatically result in any increase to the *price list* or any delay to the end of the *service period*.



Z6 Payment: Add the following at the end of core clause 51:

51.5 The *Employer* does not pay interest to the *Contractor* on a late payment resulting from the *Contractor's* failure to provide the *Employer* with a correctly rendered VAT invoice within the period stated in clause 51.1 above.

51.5 The *Employer* is entitled to deduct from or set off against any money due to the *Contractor*

- any sum due to the *Employer* from the *Contractor* or
- any amount for which the *Contractor* is liable to pay to the *Employer* (whether liquidated or otherwise) arising under this contract.

AMENDMENTS TO THE SECONDARY OPTION CLAUSES

Z7. Changes in Law: Add the following clause to secondary option X2 as X2.2:

Z7.1 A change in law is defined as:

Z7.1.1 the adoption, enactment, promulgation, coming into effect, repeal, amendment, reinterpretation, change in application or other modification after the starting date of any law, excluding (i) the promulgation of any bill, unless such bill is enacted into the *law of the country*, and (ii) any such modification in law relating to any taxes, charges, imposts, duties, levies or deductions that are assessed in relation to a person's income;

Z7.1.2 any permit being terminated, withdrawn, amended, modified or replaced, other than (i) in accordance with the terms upon which it was originally granted, (ii) as a result of the failure by the *Contractor* to comply with any condition set out therein, or (iii) as a result of any act or omission of the *Contractor*, any subcontractor or any affiliate to the *Contractor*.

Z8. Performance Bond: The following amendments are made to clause X13:

Z8.1 Amend the first sentence of clause X13.1 to read as follows: The *Contractor* gives the *Employer* an unconditional, on-demand performance bond, provided by a bank or insurer which the *Service Manager* has accepted in his or her discretion, for the amount stated in the Contract Data and in the form set out in Section C1.4 of this Contract Data.

Z8.2 Add the following new clause as Option X13.2: The *Contractor ensures* that the performance bond is valid and enforceable until the end of the *service period*. If the terms of the performance bond specify its expiry date and the end of the *service period* does not coincide with such expiry date, four weeks prior to the said expiry date, the *Contractor* extends the validity of the performance bond until the end of the *service period*. If the *Contractor* fails to so extend the validity of the performance bond, the *Employer* may claim the full amount of the performance bond and retain the proceeds as cash security.

Z9 Limitation of liability: Insert the following new clause as Option X18.6:

Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss or damage of any kind is limited to R0.00.



- Z9.2** Notwithstanding any other clause in this contract, any proceeds received from any insurance or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract.

ADDITIONAL Z CLAUSES

Z10 Cession, delegation and assignment

- Z10.1** The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or final) of the *Contractor*.
- Z10.2** The *Employer* may, on written notice to the *Contractor*, cede and delegate its rights and obligations under this contract to any person or entity.

Z11 Joint and several liability

- Z11.1** If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of this Contract.
- Z11.2** The *Contractor* shall, within 1 week of the starting date, notify the *Service Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on its behalf.
- Z11.3** The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.

Z12. Ethics

- Z12.1** The *Contractor* undertakes:

- Z12.1.2** not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
- Z12.1.2** to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.

- Z12.2** The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to Provide the Service in accordance with the procedures stated P2, P3 or P4 in core clause 92.2 or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.

- Z12.3** If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuities, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2, the amount due on termination is A1.

Z13 Confidentiality



- Z13.1** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Service Manager*, whose consent shall not be unreasonably withheld.
- Z13.2** If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Service Manager*.
- Z13.3** This undertaking shall not apply to –
- Z13.3.1** information disclosed to the employees of the *Contractor* for the purposes of the implementation of this contract. The *Contractor* undertakes to ensure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z13.3.2** information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
- Z13.3.3** information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z13.4** The taking of images (whether photographs, video footage or otherwise) of the *services* or *Affected Property* or any portion thereof, in the course of providing the *services* or at the end of the service period requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z13.5** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.
- Z14** ***Employer's Step-in rights***
- Z14.1** If the *Contractor* defaults by failing to comply with its obligations in terms of this contract and fails to remedy such default within two (2) weeks of the notification of the default by the *Service Manager*, the *Employer*, without prejudice to its other rights, powers and remedies under the contract, or at law may remedy the default either, itself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on its behalf. The reasonable costs of the *Employer* exercising its step-in rights in respect of any subcontractor or supplier of the *Contractor* shall be borne by the *Contractor*.
- Z14.2** The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Service Manager* to achieve this end
- Z15** ***Liens and Encumbrances***
- Z15.1** The *Contractor* keeps the Equipment used to Provide the Service free of all liens and other encumbrances at all times. The *Contractor*, vis-a-vis the *Employer*, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof



and ensures that his Subcontractors similarly, vis-a-vis the *Employer*, waive all liens they may have or become entitled to over such Equipment from time to time

Z16 Intellectual Property

- Z16.1** Intellectual Property (“IP”) rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret, other intellectual or industrial property rights, technical information and concepts, know-how, specifications, data, formulae, computer programs, memoranda, scripts, reports, manuals, diagrams, drawings, prototypes, drafts and any rights to them created during the performance of the service and include applications for and rights to obtain or use any such intellectual property whether under South African or foreign law.
- Z16.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *service*.
- Z16.3** The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *service* for the purposes of constructing, repairing, demolishing, operating and maintaining the *service* or *the Affected Property*.
- Z16.4** The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP.
- Z16.5** The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights (“**the claim**”), which arises out of or in relation to:
- Z16.5.1** the *Contractor's service*;
- Z16.5.2** the use of the *Contractor's* Equipment, or
- Z16.5.3** the proper use of the *Affected Property* on which the service is provided.
- Z16.6** The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.
- Z17. Dispute resolution: The following amendments are made to Option W1:**
- Z17.1 Under clause W1.3, in the fourth row of the first column of the adjudication table, the following words are added after the words “any other matter”:** “excluding disputes relating to termination of the contract”.
- Z17.2 The following clauses are added at the end of clause W1.3 as sub-clauses (12) and (13) respectively:**
- Z17.2.1** “The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication.”
- Z17.2.2** “Disputes relating to or arising from termination of the Contract shall not be determined by an adjudicator. Any such dispute shall be referred directly to the tribunal in accordance with the procedures set out in clause W1.4.”



Z18 Day:

Z18.1 Any reference to a day in terms of this contract shall be construed as a calendar day.

Z19 Safety:

Z19.1 The *Employer*, *Service Manager* or any of his nominated representatives may stop any unsafe *service*. The *Contractor* does not proceed with the relevant *service* until the safety violation is corrected. This instruction to stop or not to start the *service* is not a compensation event.

Z19.2 As stipulated by section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 (**OHS Act**) as amended the *Contractor* agrees to the following:

Z19.2.1 As part of the contract, the *Contractor* acknowledges that it is an *Employer* in its own right with duties as prescribed in the OHS Act, as amended and agrees to ensure that all work performed, or equipment and materials used, are in accordance with the provisions of the OHS Act.

Z19.2.2 The *Contractor* furthermore agrees to comply with the requirements set forth by the *Service Manager* and agree to liaise with the *Employer* should the *Contractor*, for whatever reason, be unable to perform in terms of the clause Z18.

Z19.3 The *Contractor* acknowledges that it is an *Employer* in its own right and is registered with duties as prescribed in the Compensation for Occupational Injuries & Diseases Act No. 130 of 1993.



C1.2 b - DATA PROVIDED BY THE CONTRACTOR

Clause	Statement	Data
10.1	The Contractor is (Name):	
	Company Registration Number	
	Company VAT Number	
	Address	
	Telephone no.	
	Fax No.	
11.2	The <i>working areas</i> are	See C3 'Service Information'
11.2(8)	The direct fee percentage is:10%
	The subcontracted fee percentage is:10%
24.1	The <i>Contractor's Key people</i> are:	CV's to be appended to Resource Proposal (Annex F)
1	SITE MANAGER/SUPERVISOR	
	Name:	
	Qualifications relevant to this contract	
	Experience	



2 Technician

Name:

Qualifications relevant to this contract

Experience

3 Technician

Name:

Qualifications relevant to this contract

Experience

4 Technician

Name:

Qualifications relevant to this contract

Experience

5 Assistant Technician

Name:

Qualifications relevant to this contract



Experience

6 Assistant Technician

Name:

Qualifications relevant to this contract

Experience

7 Assistant Technician

Name:

Qualifications relevant to this contract

Experience

8 Other

Name:

Qualifications relevant to this contract

Experience



11.2 The following matters will be 1.
included in the Risk Register

2.

3.

4.

5.

6.



C1.3 Occupational Health and Safety Agreement

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH & SAFETY ACT (ACT 85 Of 1993) & CONSTRUCTION REGULATION 5.1(k)

OBJECTIVES

To assist Airport Company South Africa (ACSA) in order to comply with the requirements of:

1. The Occupational Health & Safety (Act 85 of 1993) and its regulations and
2. The Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993) also known as the (COID Act).

To this end an Agreement must be concluded before any contractor/ subcontracted work may commence

The parties to this Agreement are:

Name of Organization: AIRPORTS COMPANY SOUTH AFRICA O R Tambo INTERNATIONAL AIRPORT
Physical Address: Airport Company South Africa OR Tambo International Airport ACSA Building, 4th Floor

Hereinafter referred to as “Client”

Name of organisation:
Physical Address:

Hereinafter referred to as “the Mandatary/ Principal Contractor”



MANDATORY’S MAIN SCOPE OF WORK

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
2. “Mandatory” is defined as including as agent, a principal contractor or a contractor for work, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant
3. Section 37 of the Occupational Health & Safety Act potentially punishes Employers (PRINCIPAL CONTRACTOR) for unlawful acts or omissions of Mandatories (CONTRACTORS) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATARY.
4. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
5. To perform in terms of this agreement Mandatories must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
6. Mandatories who utilise the services of their own Mandatories (contractors) must conclude a similar Written Agreement with them.
7. Be advised that this Agreement places the onus on the Mandatory to contact the CLIENT in the event of inability to perform as per this Agreement.
8. This Agreement shall be binding for all work the Mandatory undertakes for the client.
9. All documentation according to the Safety checklist including a copy of the written Construction Manager appointment in terms of construction regulation 8, must be submitted 7 days before work commences.

THE UNDERTAKING

The Mandatory undertakes to comply with:

INSURANCE

1. The Mandatory warrants that all their employees and/or their contractor’s employees if any are



covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor is in good standing with the Compensation Fund or Licensed Insurer.

2. The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
 - a. Public Liability Insurance Cover as required by the Subcontract Agreement.
 - b. Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.

<p>COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993</p>

The Mandatary undertakes to ensure that they and/or their subcontractors if any and/or their respective employees will at all times comply with the following conditions:

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHS Act 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
7. Any personal protective equipment required shall be issued by the Mandatary to his/her



employees and shall be worn at all times.

8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.
10. All incidents/accidents referred to in OHSAct shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
11. No use shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duly completed approved permit.
13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

FURTHER UNDERTAKING

1. Only a duly authorised representative appointed in terms of Section 16.2 of the OHS Act is eligible to sign this agreement on behalf of the Mandatary. The signing power of this representative must be designated in writing by the Chief Executive Officer of the Mandatary. A copy of this letter must be made available to the Client.
2. The Mandatary confirms that he has been informed that he must report to the Client's management, in writing anything he/she deems to be unhealthy and /or unsafe. He has versed his employees in this regard.
3. The Mandatary warrants that he/she shall not endanger the health & safety of the Client's employees and other persons in any way whilst performing work on the Client's premises.
4. The Mandatary understands that no work may commence on the Client's premises until this procedure is duly completed, signed and received by the Client.
5. Non-compliance with any of the above clauses may lead to an immediate cancellation of the contract.



ACCEPTANCE BY MANDATARY

In terms of section 37(2) of the Occupational Health & Safety Act 85 of 1993 and section 5.1(k) of the Construction Regulations 2014,

Ia duly authorised 16.2 Appointee acting for and on behalf of(company name) undertake to ensure that the requirements and the provision of the OHS Act 85 of 1993 and its regulations are complied with.

Mandatory – WCA/ Federated Employers Mutual No.....

Expiry date

SIGNATURE ON BEHALF OF MANDATARY
(Warrant his authority to sign)

DATE

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE



C1.4 Forms of Securities

No performance bond or parent company guarantee is required in this contract

Pro forma Performance Bond – Demand Guarantee (for use with Option X13) (to be reproduced exactly as shown below on the letterhead of the Bank providing the Bond / Guarantee)

Airports Company South Africa SOC Limited
Reg. No 1993/004149/30 VAT no 4930138393
O R Tambo International Airport
Private Bag X1
3rd Floor ACSA North Wing Offices
OR Tambo International Airport
1627

Bank reference No.

Date:

Dear Sirs,

Performance Bond – Demand Guarantee for [insert name of Contractor] required in terms of contract [insert Contractor’s contract reference number or title]

1. In this Guarantee the following words and expressions shall have the following meanings:-

1.1	“Bank” means	[Insert name of Bank], [●] Branch, Registration No. [●]
1.2	“Bank’s Address” means	[Insert physical address of Bank]
1.3	“Contract” means	the written agreement relating to the Service, entered into between the Employer and the Contractor on or about the [●] day of [●] 20[●] (Contract Reference No. [●]) as amended, varied, restated, novated or substituted from time to time;
1.4	“Contractor” means	[●] a company registered in accordance with the laws of [●] under Registration No [●].
1.5	“Employer” means	Airports Company South Africa SOC Limited, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 1993/004149/30
1.6	“Expiry Date” means	the earlier of <ul style="list-style-type: none"> • the date that the Bank receives a notice from the Employer stating that all amounts due from the Contractor as certified in terms of the contract have been received by the Employer and that the Contractor has fulfilled all his obligations under the Contract, or • the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by the Employer.
1.7	“Guaranteed Sum” means	the sum of R[●], ([●] Rand)
1.8	“Service” means	Maintenance of Automatic Sliding doors, Boom gates, Turnstiles, Aircraft gates, and Perimeter gates at O.R. Tambo International Airport for a period of 36 months set out in the Section C3, Works Information



2. At the instance of the Contractor, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the Employer as security for the proper performance by the Contractor of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to the Employer, on written demand from the Employer received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.
3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:
 - be signed on behalf of the Employer by a director of the Employer;
 - state the amount claimed ("the Demand Amount");
 - state that the Demand Amount is payable to the Employer in the circumstances contemplated in the Contract.
4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
 - is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
 - is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
 - shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
 - shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the Employer and the Contractor.
6. The Employer shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract.
7. Should the Employer cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then the Employer shall be entitled to cede to such third party the rights of the Employer under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
 - shall expire on the Expiry Date until which time it is irrevocable;
 - is, save as provided for in 7 above, personal to the Employer and is neither negotiable nor transferable;
 - shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
 - shall be regarded as a liquid document for the purpose of obtaining a court order; and
 - shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
 - will be invalid and unenforceable if any claim which arises or demand for payment is received after the Expiry Date.
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____ on this _____ day of _____ 20__



For and on behalf of the Bank

Bank Signatories(s)

Name(s) (printed)

Witness(s)

Bank's seal or stamp



C1.5 Insurance Schedule

Summary of Terms and other Matters Applicable to Employer Provided Insurance

Part 1:

Notes to Schedule:

- The provision of insurance by the *Employer* does not limit the obligations, liabilities or responsibilities of the *Contractor* under this contract in any way whatsoever (including but not limited to any requirement for the provision by the *Contractor* of any other insurances).
- Unless specifically otherwise stated, capitalised terms in this schedule (other than *Employer*, *Contractor* and *works* where written in italics) have the meaning assigned to them in the relevant policy of insurance.
- This Insurance Schedule is a generic term sheet generally applicable to the Employer's projects. In the circumstances:
 - If this Insurance Schedule reflects the amount of any cover provided by the *Employer* to be higher than the amount required in the Contract Data, the *Employer's* obligation under this Contract is limited to the lower amount; and
 - If this Insurance Schedule provides for any cover which is not stated to be provided by the *Employer* in the Contract Data, the *Employer's* obligation under this Contract is limited to the cover stated in the Contract Data.
- [The terms governing the Employer provided policies of insurance are the terms detailed in the policies themselves. This schedule is merely a summary of the key terms. It is the responsibility of the tenderer to obtain copies of the policies and satisfy itself of the actual terms as required by the tenderer.]

Part 2:

ACSA Maintenance Contracts Insurance Clause. Insurance Affected by the Employer.

Notwithstanding anything elsewhere contained in the Contract and without limiting the obligations liabilities or responsibilities of the Contractor in any way whatsoever (including but not limited to any requirement for the provision by the Contractor of any other insurances) the Employer shall effect and maintain as appropriate in the joint names of the Employer , Contractors and Sub-Contractors, Consultants and Sub-Consultants the following insurances which are subject to the terms, limits, exceptions and conditions of the Policy:

- a) **PUBLIC LIABILITY Insurance** – which will provide indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract with a limit of indemnity of **R 100 million** in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause. The policy will be subject to a Deductible of **R25 000** for Property Damage claims only but **R250 000** where Loss or Damage involves Aircraft.
 - (i) The Employer shall pay any premium due in connection with the insurance affected by the Employer.
 - (ii) The Contractor shall not include any premium charges for this insurance except to the extent that he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the



- right to call for full information regarding insurance costs included by the Contractor.
- (iii) Any further clarification of the scope of cover provided by the Policies arranged by the Employer should be obtained from the Employer.
 - (iv) In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the Employer the Contractor shall:
 - (A) in addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer's Insurance Broker or the Insurers by telephone or telefax giving the circumstances nature and an estimate of the loss or damage or liability
 - (B) complete a Claims Advice Form available from the Insurance Brokers to whom the form must be returned without delay.
 - (C) negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers and shall when required to do so obtain the Employer's approval of such settlement.

The Employer and Insurers shall have the right to make all and any enquiries to the site of the Works or elsewhere as to the cause and results of any such occurrence and the Contractor shall co-operate in the carrying out of such enquiries.

- (v) The Contractor will be liable for the amount of the Deductible (First Amount Payable in respect of any claim made by or against the Contractor or Sub-Contractors under the insurances effected by the Employer.
Where more than one Contractor is involved in the same claim the Deductible will be borne in pro-rata amounts by each Contractor in proportion to the extent of each Contractor's admitted claim.
- (vi) Any amount which becomes payable to the Contractor or any of his Sub-Contractors as a result of a claim under the Contact Works Insurance shall if required by the Employer be paid net of the Deductible to the Employer who shall pay the Contractor from the proceeds of such payment upon rectification repair or reinstatement of the loss or damage but this provision shall not in any way affect the Contractor's obligations liabilities or responsibilities in terms of the Contract.
In respect of any amount which becomes payable as a result of a claim under any Public Liability Insurance the Contractor or his Sub-Contractors shall be required to pay the amount of the Deductible to the Insurer to facilitate settlement of such claim.

Insurance Affected by the Contractor.

Without in any way detracting from any requirements contained elsewhere in this contract the Contractor and Sub-Contractors shall where applicable, provide as a minimum the following:

- (a) INSURANCE OF CONTRACTORS EQUIPMENT (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the Site for a sum sufficient to provide for their replacement.
- (b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as may be amended or in terms of any similar Workers Compensation and Unemployment Insurance enactment's in the Suppliers' or Sub Supplier's operational, manufacturing or assembly locations.
- (c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity.
- (d) Public Liability Insurance for an amount sufficient to cover the Contractors obligations in terms of the Deductible of **R25 000** or **R250 000** as stated above.
 - i. The insurances to be provided by the Contractor and his Sub-Contractors shall:



- (A) be affected with Insurers and on terms approved by the Employer.
 - (B) be maintained in force for whatever period the perils to be insured by the Contractor are at risk (including any defects liability period during which the Contractor is responsible for the care of the Works)
 - (C) submit to the Employer the relevant Policy or Policies of Insurance or evidence acceptable to the Employer that such insurances have been affected.
- ii. In the event that the Contractor or his Sub-Contractor receives any notice of cancellation or restrictive modification to the insurance provided to them they shall immediately notify the Employer in writing of such cancellation or restriction and shall advise what action the Contractor or his Sub-Contractor will take to remedy such action.
- If the Contractor fails to effect and keep in force the insurances referred to then the Employer may effect and keep in force any such insurances and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.

Sub-Contractors

The Contractor shall:

- a) ensure that all potential and appointed Sub-Contractors are aware of the whole contents of this clause, and
- b) enforce the compliance by Sub-Contractors with this clause where applicable.”

C2.1 Pricing assumptions: Option A

5 The conditions of contract

How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract, April 2013 (TSC3) core clauses and Option A states:

Identified and defined terms	11 11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both. Where it is contemplated that the Price List represents the type of work, quantity and cost thereof which may or not be selected by the Employer, it is important to ensure that service items listed do not create liability on a daily basis if that is not the intention. For example, if the service is maintenance of an installation on an ad hoc or call-off basis which may require the Contractor to be on standby but not permanently on the Affected Property, avoid listing service items which may be treated as preliminary and general (P&Gs) items, whether fixed or time-related such as contractual requirements, establishing on site, offices, storage, ablutions, water supplies, power supply, telecommunications. The Price List should align with the intention of the contract and selection of Option X 19 should be considered. If the Contractor is required to price P&G items ensure that the tender, contract and Price List provides clearly that daily charges are applicable only as necessitated by the specific activity and authorised by the Service Manager. Particular care should be taken when utilising SANS 1200 as a guide for tenderers or for preparing templates for Price Lists in tenders. Avoid referring to the Price List as the Activity Schedule.

Function of the Price List

Clause 54.1 in Option A states: "Information in the Price List is not Service Information". This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Service in accordance with the Service Information". Hence the *Contractor* does **not** Provide the Service in accordance with the Price List. The Price List is only a pricing document.

Link to the *Contractor's* plan

Clause 21.4 states "The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance". Hence when compiling the *price*

list, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

Preparing the *price list*

It will be assumed that the tendering contractor has read Pages 14, 15 and 76 of the TSC3 Guidance Notes before preparing the *price list*. Items in the *price list* may have been inserted by the *Employer* and the tendering contractor should insert any additional items which he considers necessary. Whichever party provides the items in the *price list* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Service as described at the time of entering into this contract.

1 As the *Contractor* has an obligation to correct Defects (core clause 42.1) and there is no compensation event for this unless the Defect was due to an *Employer's* risk, the lump sum Prices and rates must also include for the correction of Defects.

2 If the *Contractor* has decided not to identify a particular item in the *price list* at the time of tender the cost to the *Contractor* of doing the work must be included in, or spread across, the other Prices and rates in the *price list* in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.

3 There is no adjustment to lump sum prices in the *price list* if the amount, or quantity, of work within that lump sum item of service later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.

4 Hence the Prices and rates tendered by the *Contractor* in the *price list* are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk.

5 The *Contractor* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of an *Employer's* risk event listed in core clause 80.1.

Format of the *price list*

(From page 76 of the TSC3 Guidance Notes)

Entries in the first four columns in the *price list* in section C2.2 are made either by the *Employer* or the tendering contractor.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering contractor enters the amount in the Price column only, the Unit, Expected Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for an item of work which is the rate for the work multiplied by the quantity completed, the tendering contractor enters the rate which is then multiplied by the Expected Quantity to produce the Price, which is also entered.

If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected Quantity column.

C2.2 Price List

The following Activity Schedule is provided “as-is” for the benefit of the Bidder. ACSA (the Employer) cannot guarantee that it is complete in all respects. The Bidder is responsible for providing an Activity Schedule which is accurate, complete and in accordance with their proposal. Also, refer to C3 (Service information) for activities that need to be priced. Only items listed in this Activity Schedule may be billed to the Employer.

ACSA reserves the right to vary all the activities according to the rates given in this contract.

Part 1 - Activity Schedule

Item no.	Activity Description	Frequency	Quantity (per 12 months)	Amount (per single item)	Total (per 12 months)
Preliminary and General					
1	Airport permits and parking fees – provisional sum	Once off	1	R1 800.00	R1 800.00
2	Parking fees (to be reimbursed on invoice presentation)	monthly	12		
3	ACSA required insurance	monthly	12		
4	Other 1 specify:				
5	Other 2 specify:				
Total Preliminary & General					R
Maintenance & Inspections					
7	Daily Inspections	Daily	sum		
8	Quarterly Preventative Maintenance	Quarterly	sum		
9	Semi-Annual Preventative Maintenance	Six Monthly	sum		
*Other					
10	Other1 specify:				
11	Other 2 specify:				
12	Other 3 specify:				
Total Maintenance & Inspections					
Total	Sub-total A (Total Preliminary & General + Total Maintenance & Inspections)				R

The above activity schedule is minimum work required and the contractor as the subject expect matter on these services they are bidding for **shall fill in any other activity with prices for “other” activities which they deem necessary to achieve the set out comes on availability ,reliability, maintainability, MTTR, MTBF, legislative and all other targets set in this contract. **Should an alternative not be presented, the offer will be deemed as the contractor’s optimal proposal for which they will be liable for.***

****All rates for all activities including diagnostic and repair shall include all required tools, software, hardware and consumables (including all applicable specialized tools and software, hardware and consumables) Onus is on the contractor to price correctly).**

*****It is noted that the required labour resources and skills for this contract is not prescribed in detail. The contractor is fully responsible to ensure that labour resources remain adequate and competent in order to maintain required service levels, system performance levels and according to all applicable laws and regulations. The Tenderer shall also ensure that all required maintenance is catered for as per the Original Equipment Manufacturer in the pricing above.**

******Incentives and Low service damages will be applicable as per the Low service damages table**



Labour rates and Mark-up

Any work not included under part 1 shall be deemed additional work or non-scheduled items and will be charged at the following rates:

Activity Schedule – part 2 (Labour rates and Mark-up - Breakdowns)

Any work not included under part 1 shall be deemed additional work or non-scheduled items and will be charged at the following rates:

*All rates to exclude vat. Subject to mutual agreement between ACSA and the Contractor, the number of staff allocated to the contract may be increased/decreased to cater for special needs that may arise from time to time.

Labour rates shall include all personnel insurance, holidays with pay, incentive bonuses.

Note: No labour shall be charged for travel or travelling. Labour time shall be calculated for the time spent on site.

Call out rate must include all required travelling and the **first hour on site**.

i) LABOUR RATES: (to be filled in)

Item	Description	Normal hours(R/hour)	After hours (R/hour)	
			Saturday	Sunday/public holiday
1	Site Manager			
2	Technician			
3	Technician assistant			
4	Other specify:			
5	Other specify:			

Detail requirements regarding staff

The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. Staff must have experience and applicable competencies as per OEM and all legislations in the maintenance and/or installation of Automatic Sliding doors, Access Boom gates, Turnstiles, aircraft gates, and perimeter gates. The Contractor shall continuously ensure that all staff is knowledgeable on all equipment relating to the Automatic Sliding doors, Access Boom gates, Turnstiles, aircraft gates, and perimeter gates.

Note the following minimum below:

SITE MANAGER/TECHNICIAN

- Must be in a permanent employee of the company
- The ability to prepare comprehensive reports, sign off all maintenance records and verify that the systems are safe and fit for use on monthly basis



- Should have working experience in the maintenance and/or installation of Automatic Sliding doors, Access Boom gates, Turnstiles, aircraft gates, and perimeter gates or similar works

TECHNICIAN /TECHNICIAN ASSISTANT

- Must be in a permanent employee of the company.
- Properly trained and competent in category of work that he is required to perform.
- Should have working experience in the maintenance and/or installation of Automatic Sliding doors, Access Boom gates, Turnstiles, aircraft gates, and perimeter gates or similar works.

Note the following minimum below as per standardised Mechanical resources per infrastructure:

Site supervisor	<ul style="list-style-type: none"> • SAQA Accredited trade test (Fitter/Millwrights) • Any OHS Training certificate 	<ul style="list-style-type: none"> • 2 yrs experience in the maintenance of industrial shutter doors • 2 yrs experience in OHS • 2 Yrs supervisory experience
Technician	<ul style="list-style-type: none"> • SAQA Accredited trade test Millwright 	<ul style="list-style-type: none"> • 2 Yrs experience in maintenance and installation of industrial shutter doors
Assistant	Mechanical N2	1 Yr experience in maintenance of mechanical systems

ii) CALL OUT FEE

NOTE:

- All rates for all activities including diagnostic and repair shall include all required tools, software, hardware and consumables (including all applicable specialized tools and software, hardware and consumables) Onus is on the contractor to price correctly).
- All *call out* shall include all applicable travelling, all personnel insurance, holidays with pay, incentive bonuses etc. Labour laws and all applicable laws shall be followed by the contractor.
- Call outs are not chargeable during working hours technician/artisan/assistants or any applicable resource are on site.
- Call outs are not chargeable during working hours' technician/ assistants are on site (04:00 – 24:00)
- The contractor will be compensated according to the contractor's repair rate provided in the below table B and it is subject to discussion with the service manager due to external factors that are beyond the contractor's control (some of the internal and external factors are listed in Annex T).
- Call-out remuneration is applicable to activities falling out of preventative maintenance activities that were supposed to be done by the contractor, thus ACSA will not pay for breakdown which are due to preventative maintenance negligence by the contractor.



Table B: Call outs + Labour

Description	Quantity / year	Call out fee	Total/ duration
Call out including first one (1) hour on site and travelling fee (During Office hours)	350		
Call out including first one (1) hour on site and travelling fee (Weekends or Public Holidays or After hours)	116		
Sub Total B - Total Call out Fee			R

iii) SPARES and MARK -UP

*Spares will be managed using ACSA's manual inventory management system.

The manual inventory management system will include but not limited to;

- Conducting and submission of monthly and quarterly stock count to the Service Manager by the contractor,
- Keeping up-to-date inventory cards by the contractor,
- Management of spares movement by the contractor,
- Keeping an up-to-date inventory file (purchase order and request, work order, delivery note, stock count records, etc.).
- Ensure safety and security of the storeroom by the contractor as per space given to them.
- The space for spare storage shall be allocated by ACSA to the contractor and can be a shared space as per space availability.
- Management of inventory by the contractor as per ACSA inventory procedure

**Spares:**

Description	Total (excluding VAT)
Subtotal C- provisional sum for spares	900 000-00

Mark-up (third party procured items/services)**Bidder to complete**

Value of Item or Services	**Mark-up (Contractor to fill in)	Spares amount for budget purposes *Z*	Total mark-up values to be budgeted- (Contractor to fill in) = (*Z* x Y)
R0 - R2,000	%	R2 000.00	
R2,001 - R5,000	%	R5 000.00	
R5,001 - R10,000	%	R10 000.00	
R10,001 +	%	R73 000.00	
Sub-total D (Third party Mark-up) (Note: Should be part of the form of offer and acceptance)			R

^bCost shall be net cost (excluding VAT) of parts delivered to site with all discounts deducted.

**The inserted amount *Z* are for budgeting purposes. The Total mark -up amount in the table is not guaranteed, but the mark-up will be applicable on third party quotations as per requirements of the system. Thus, the contractor will be held accountable to the mark-up filled in this table.*

***The mark-up will be applicable to the total of the third-party quotation not on a single line items in a quotation.*

Spares and sub – contractors work will be charged at cost plus mark-up. VAT shall not form part of mark-up calculations. Cost shall be net cost (excluding VAT) of parts supplied to site with all discounts deducted.

The spares list must be prepared based on tenderers best current spares prices (excl. VAT). The actual costs of spares will be reimbursed on submission of invoices and suppliers supporting documents.

Contract value

Below, the guide that must be used in estimating the contract value. This amount must be reported as the Contract Value in the corresponding schedules. Tenderers are reminded that this amount is for illustrative purposes only and that ACSA will not be under any obligation to expend the full or any portion of this amount. Monthly contract expenditure will be strictly calculated according to the Activity Schedule as provided above.



Maintenance Of Automatic Sliding Doors, Boom Gates, Turnstiles, Aircraft Gates, And Perimeter Gates at O.R. Tambo International Airport for A Period Of 36 Months

Description	Total (excluding VAT)
Sub-total A (Total Preliminary & General + Total Maintenance & Inspections)	R
Sub-total B (Call out fee)	R
Sub-total C (Spares provisional sum)	R 900 000
Sub-total D (Third-party Mark-up)	
1-year estimated contract value Sub –Total E	R

CAPEX Automatic Sliding door BOQ

Item #	Description	QTY	Unit Price	Total Price
1	Supply, Installation of Sliding Doors mechanism and the door panels (with integration into Fire Detection System, including all required measurement, laying-out, and connection of fire signal cabling) - Charlie pedestrian gate 1	1		
2	Supply, Installation of Sliding Doors mechanism and the door panels (with integration into Fire Detection System, including all required measurement, laying-out, and connection of fire signal cabling) - Charlie pedestrian gate 2	1		
3	Supply, Installation of Sliding Doors mechanism and the door panels (with integration into Fire Detection System, including all required measurement, laying-out, and connection of fire signal cabling) - Charlie pedestrian gate 3	1		
4	Supply, Installation of Sliding Doors mechanism and the door panels (with integration into Fire Detection System, including all required measurement, laying-out, and connection of fire signal cabling) - Charlie pedestrian gate 4	1		
5	Supply, Installation of Sliding Doors mechanism and the door panels (with integration into Fire Detection System, including all required measurement, laying-out, and connection of fire signal cabling) - Charlie pedestrian gate 5	1		
6	Supply, Installation of Sliding Doors mechanism and the door panels (with integration into Fire Detection System, including all required measurement, laying-out, and connection of fire signal cabling) - Charlie pedestrian gate 6	1		
7	Supply, Installation of Sliding Doors mechanism and the door panels (with integration into Fire Detection System, including all required measurement, laying-out, and connection of fire signal cabling) – Domestic Arrival 1	1		
8	Supply, Installation of Sliding Doors mechanism and the door panels (with integration into Fire Detection System, including all required measurement, laying-out, and connection of fire signal cabling) – Domestic Departures 1	1		
9	Supply, Installation of Sliding Doors mechanism and the door panels (with integration into Fire Detection System, including all required measurement, laying-out, and connection of fire signal cabling) – Car Rentals	1		
10 percent contingency				185 989
SUB – Total F				1 859 890.63

*This project will be executed in the financial year 2024

BOQ for Perimeter gates

Motor vehicle gates					
Location		Life span	QTY	Unit Price	Total Price
1	Emergency Gate 1	Replacement of drive unit, refurbishment or replacement of Rack and Rail, sandblast, and paint gate	1		
2	Emergency Gate 2	Replacement of drive unit, refurbishment or replacement of Rack and Rail, sandblast, and paint gate	1		
3	Emergency Gate 3	Replacement of drive unit, refurbishment or replacement of Rack and Rail, sandblast, and paint gate	1		
4	Emergency Gate 4	Replacement of drive unit, refurbishment or replacement of Rack and Rail, sandblast, and paint gate	1		
5	VIP Parking Access Gate	Replacement of drive unit, refurbishment or replacement of Rack and Rail, sandblast, and paint gate	1		
6	Management Parking Access Gate	Replacement of drive unit, refurbishment or replacement of Rack and Rail, sandblast, and paint gate	1		
7	North Gate 1 - Cargo	Replacement of drive unit, refurbishment or replacement of Rack and Rail, sandblast, and paint gate	1		
8	Golf Apron Access Gate	Replacement of drive unit, refurbishment or replacement of Rack and Rail, sandblast, and paint gate	1		
9	ATNS Security Check Point	Replacement of drive unit, refurbishment or replacement of Rack and Rail, sandblast, and paint gate	1		
10	Super South Security Check Point	Replacement of drive unit, refurbishment or replacement of Rack and Rail, sandblast, and paint gate	1		
11	Adjacent to International Bussing Terminal	Replacement of drive unit, refurbishment or replacement of Rack and Rail, sandblast, and paint gate	1		
12	SAPOS Facility Main gate	Replacement of drive unit, refurbishment or replacement of Rack and Rail, sandblast, and paint gate	1		
10% Contingency					R30 000
Subtotal G					R300 000

*This project will be executed in the financial year 2024

BOQ for Aircraft gates

Location		Drive System						
		Motor	Coupling	Gearbox	Transmission	QTY	Unit Price	Total Price
1	Refurbishment of SAA Airlink	11 kW, 380 V, 21 A, 3 phase, 1460 rpm	Fluid Coupling	SEW-EURODRIVE, Reduction (25.7:1)	Chain and Sprocket (BFS 16B)	1		
2	Refurbishment of SAA Technical	11 kW, 380 V, 21 A, 3 phase, 1460 rpm	Fluid Coupling with Brake and clutch	SEW-EURODRIVE, Reduction (27.1:1)	Chain and Sprocket (TYC 120)	1		
3	Refurbishment of Denel Aviation	11 kW, 380 V, 21 A, 3 phase, 1460 rpm	Fluid Coupling with Brake and clutch	SEW-EURODRIVE, Reduction (27.1:1)	Chain and Sprocket (TYC 120)	1		
4	Refurbishment of V5	BMG, 3 kW, 230 V, 11 A, 3 phase, 1415 rpm [2 off]	Motor-gearbox assembly (Gate-mounted) [2 off]	BMG, Reduction (40:1)	Driven rear wheels	1		
5	Refurbishment of V4	BMG, 3 kW, 230 V, 11 A, 3 phase, 1415 rpm [2 off]	Motor-gearbox assembly (Gate-mounted) [2 off]	BMG, Reduction (40:1)	Driven rear wheels	1		
6	Refurbishment of V3A	BMG, 3 kW, 230 V, 11 A, 3 phase, 1415 rpm [2 off]	Motor-gearbox assembly (Gate-mounted) [2 off]	BMG, Reduction (40:1)	Driven rear wheels	1		
7	Refurbishment of V3B	BMG, 3 kW, 230 V, 11 A, 3 phase, 1415 rpm [2 off]	Motor-gearbox assembly (Gate-mounted) [2 off]	BMG, Reduction (40:1)	Driven rear wheels	1		
8	Refurbishment of V2	WEG, 11 kW, 380 V, 21 A, 3 phase, 1460 rpm	Fluid Coupling with Brake and clutch	FLENDER HIMMEL RSA, Reduction (27.1:1)	Chain and Sprocket (TYC 120)	1		



9	Refurbishment of V1	CGM, 11 kW, 380 V, 21 A, 3 phase, 1460 rpm	Fluid Coupling	BONFIGLI OLI, Reduction (25.7:1)	Chain and Sprocket (BFS 16B)	1		
10% Contingency								R45 748.6
Subtotal H								R457 486



Expenditure over Three-year contract including CPI yearly price adjustments (As per Statistic SA)

Description	Total (excluding VAT)
Sub-Total E: year 1	R
Sub-Total I: year 2 (year 1 plus CPI escalation*)	R
Sub-Total J: year 3 (year 2 plus CPI escalation*)	R
Sub- Total F (CAPEX Provisional sum for Sliding doors)	R1 859 890.63
Sub- Total H (CAPEX Provisional sum for Perimeter gates)	R300 000
Sub- Total K (CAPEX Provisional sum for Aircraft gates)	R457 486
3-year estimated contract value Sub-Total L	R

*Contract values will be increased/decreased per the current index stipulated in Statistic SA – Consumer Price Indices - all income groups. **6% escalation should be used for illustrative purposes.**

****Sub Total L (i.e. Total maintenance cost for the duration of the contract) must be carried to the form of offer and acceptance**

The values in this table/contract are not guaranteed, payment will be done as per approved work/activity done and assessments in this contract.

C3 Service Information

DESCRIPTION OF THE WORKS

Employer's objectives

The objective is to provide a call out service of the Automatic Sliding doors, Access Boom gates, Turnstiles, aircraft gates, and perimeter gates infrastructure at OR Tambo International Airport in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to general safety and aviation related legislation. The Contractor will be appointed directly by the Airports Company of South Africa.

The Contractor will maintain all the automatic sliding doors, boom gates, turnstiles, Aircraft Gates and Perimeter Gates at OR Tambo International Airport. The specifications and requirements in this document comprise the description of the Works. The Contractor will be appointed directly by the Airports Company of South Africa.

The onus is on the contractor to provide assurance that competent persons would be carrying the all tasks in accordance with all the applicable standards, OEM requirements, procedures, regulations and legislative requirements.

Scope of work (OPEX)

The *Contractor* will maintain all the **Automatic Sliding doors, Access Boom gates, Turnstiles, aircraft gates, and perimeter gates** infrastructure which is located on the landside and airside of **OR Tambo International Airport**. The specifications and requirements in this document comprise the description of the *Service*.

Scope of work for Automatic Sliding doors (CAPEX)

In brief, the Supplier will be responsible for the Replacement of Automatic Sliding Doors at O. R. Tambo International Airport. This will include the supply of all required materials and tools to complete the works, the task of performing the works (installation of the automatic sliding doors), removal from site of disused sliding doors, all required commissioning and testing as well as training of all relevant on-site personnel in the operation and maintenance of the newly installed equipment. Any revenue generated from the disposal of disused equipment is to be repaid to ACSA. All relevant disposal certificates are to be provided to ACSA.

Item #	Description	ACSA Maintenance number
1	Supply, Installation of Sliding Doors mechanism and the door panels (with integration into Fire Detection System, including all required measurement, laying-out, and connection of fire signal cabling) - Charlie pedestrian gate 1	ACSA0009335
2	Supply, Installation of Sliding Doors mechanism and the door panels (with integration into Fire Detection System, including all required measurement, laying-out, and connection of fire signal cabling) - Charlie pedestrian gate 2	ACSA0007351
3	Supply, Installation of Sliding Doors mechanism and the door panels (with integration into Fire Detection System, including all required measurement, laying-out, and connection of fire signal cabling) - Charlie pedestrian gate 3	ACSA0009333
4	Supply, Installation of Sliding Doors mechanism and the door panels (with integration into Fire Detection System, including all required measurement, laying-out, and connection of fire signal cabling) - Charlie pedestrian gate 4	ACSA0007389

Item #	Description	ACSA Maintenance number
5	Supply, Installation of Sliding Doors mechanism and the door panels (with integration into Fire Detection System, including all required measurement, laying-out, and connection of fire signal cabling) - Charlie pedestrian gate 5	ACSA0009336
6	Supply, Installation of Sliding Doors mechanism and the door panels (with integration into Fire Detection System, including all required measurement, laying-out, and connection of fire signal cabling) - Charlie pedestrian gate 6	ACSA0006315
7	Supply, Installation of Sliding Doors mechanism and the door panels (with integration into Fire Detection System, including all required measurement, laying-out, and connection of fire signal cabling) – Domestic Arrival 1	1
8	Supply, Installation of Sliding Doors mechanism and the door panels (with integration into Fire Detection System, including all required measurement, laying-out, and connection of fire signal cabling) – Domestic Departures 1	1
9	Supply, Installation of Sliding Doors mechanism and the door panels (with integration into Fire Detection System, including all required measurement, laying-out, and connection of fire signal cabling) – Car Rental	1

Scope of work for Aircraft gate (CAPEX)

In brief, the Supplier will be responsible for the Replacement or Refurbishment of Aircraft gate at O. R. Tambo International Airport. This will include the supply of all required materials and tools to complete the works, the task of performing the works (installation of the Aircraft gate), removal from site of disused Aircraft gate, all required commissioning and testing as well as training of all relevant on-site personnel in the operation and maintenance of the newly installed equipment. Any revenue generated from the disposal of disused equipment is to be repaid to ACSA. All relevant disposal certificates are to be provided to ACSA.

Aircraft Gates							
Location		Length (m)	Mode of Operation	Drive System			
				Motor	Coupling	Gearbox	Transmission
1	Refurbishment of SAA Airlink	80	Single gate, dual track	11 kW, 380 V, 21 A, 3 phase, 1460 rpm	Fluid Coupling	SEW-EURODRIVE, Reduction (25.7:1)	Chain and Sprocket (BFS 16B)
2	Refurbishment of SAA Technical	120	Single gate, dual track	11 kW, 380 V, 21 A, 3 phase, 1460 rpm	Fluid Coupling with Brake and clutch	SEW-EURODRIVE, Reduction (27.1:1)	Chain and Sprocket (TYC 120)
3	Refurbishment of Denel Aviation	80	Single gate, dual track	11 kW, 380 V, 21 A, 3 phase, 1460 rpm	Fluid Coupling with Brake and clutch	SEW-EURODRIVE, Reduction (27.1:1)	Chain and Sprocket (TYC 120)
4	Refurbishment of V5	60	Dual gate, wheel axel	BMG, 3 kW, 230 V, 11 A, 3 phase,	Motor-gearbox assembly (Gate-	BMG, Reduction (40:1)	Driven rear wheels

				1415 rpm [2 off]	mounted) [2 off]		
5	Refurbishment of V4	60	Dual gate, wheel axel	BMG, 3 kW, 230 V, 11 A, 3 phase, 1415 rpm [2 off]	Motor-gearbox assembly (Gate-mounted) [2 off]	BMG, Reduction (40:1)	Driven rear wheels
6	Refurbishment of V3A	50	Dual gate, wheel axel	BMG, 3 kW, 230 V, 11 A, 3 phase, 1415 rpm [2 off]	Motor-gearbox assembly (Gate-mounted) [2 off]	BMG, Reduction (40:1)	Driven rear wheels
7	Refurbishment of V3B	50	Dual gate, wheel axel	BMG, 3 kW, 230 V, 11 A, 3 phase, 1415 rpm [2 off]	Motor-gearbox assembly (Gate-mounted) [2 off]	BMG, Reduction (40:1)	Driven rear wheels
8	Refurbishment of V2	60	Single gate, wheel axle	WEG, 11 kW, 380 V, 21 A, 3 phase, 1460 rpm	Fluid Coupling with Brake and clutch	FLENDER HIMMEL RSA, Reduction (27.1:1)	Chain and Sprocket (TYC 120)
9	Refurbishment of V1	60	Single gate, wheel axle	CGM, 11 kW, 380 V, 21 A, 3 phase, 1460 rpm	Fluid Coupling	BONFIGLI OLI, Reduction (25.7:1)	Chain and Sprocket (BFS 16B)

Scope of work for Perimeter gate (CAPEX)

In brief, the Supplier will be responsible for the Replacement or Refurbishment of Perimeter gate at O. R. Tambo International Airport. This will include the supply of all required materials and tools to complete the works, the task of performing the works (installation of the perimeter gate), removal from site of disused perimeter gate, all required commissioning and testing as well as training of all relevant on-site personnel in the operation and maintenance of the newly installed equipment. Any revenue generated from the disposal of disused equipment is to be repaid to ACSA. All relevant disposal certificates are to be provided to ACSA.

Motor vehicle gates	
Location	Life span
1	Emergency Gate 1
	Replacement of drive unit, refurbishment or replacement of Rack and Rail, sandblast, and paint gate
2	Emergency Gate 2
	Replacement of drive unit, refurbishment or replacement of Rack and Rail, sandblast, and paint gate

3	Emergency Gate 3	Replacement of drive unit, refurbishment or replacement of Rack and Rail, sandblast, and paint gate
4	Emergency Gate 4	Replacement of drive unit, refurbishment or replacement of Rack and Rail, sandblast, and paint gate
5	VIP Parking Access Gate	Replacement of drive unit, refurbishment or replacement of Rack and Rail, sandblast, and paint gate
6	Management Parking Access Gate	Replacement of drive unit, refurbishment or replacement of Rack and Rail, sandblast, and paint gate
7	North Gate 1 - Cargo	Replacement of drive unit, refurbishment or replacement of Rack and Rail, sandblast, and paint gate
8	Golf Apron Access Gate	Replacement of drive unit, refurbishment or replacement of Rack and Rail, sandblast, and paint gate
9	ATNS Security Check Point	Replacement of drive unit, refurbishment or replacement of Rack and Rail, sandblast, and paint gate
10	Super South Security Check Point	Replacement of drive unit, refurbishment or replacement of Rack and Rail, sandblast, and paint gate
11	Adjacent to International Bussing Terminal	Replacement of drive unit, refurbishment or replacement of Rack and Rail, sandblast, and paint gate
12	SAPOS Facility Main gate	Replacement of drive unit, refurbishment or replacement of Rack and Rail, sandblast, and paint gate

Technical Specifications for automatic sliding doors

The door controllers to be installed are to meet the following technical specifications

Sensor:

- sensitivity to be adjustable and programmable
- sensitivity to be sufficient to sense approaching persons and objects in dark terminal areas and brightly sunlit areas
- sensing distance to be no less than 1.5 metres in front of the door (both sides) for the full length of travel of both door leaves

Door operator:

- door speed to be adjustable and programmable for opening and closing speeds
- minimum door opening speed: 1 metre per second
- maximum door closing speed: 0.5 metre per second

Technical Specifications for the Drive unit for Motor vehicle gates

Input Voltage	220V AC@ 50Hz
Motor Voltage	24V DC
Motor power supply	*Battery driven (2 x 12v / 7.2Ah gel battery)



Battery charger	2A @27.5V
Operators push force (starting)	40kgf
Operators push force (rated)	30kgf
Maximum gate mass	1000kg
Manual override	Lockable
Maximum number of operations	750
Collision sensing	Electronic
Receiver code storage capacity	Yes

*Batteries that are compatible with drive unit

Technical Specifications for the Motors of aircraft gates

Power	380-400V/ 50Hz
Minimum motor efficiency class	IE2
Motor IP Rating	IP55
Corrosion proofing	Yes
Weatherproof electrical system	Yes

Equipment Life Span

- ❖ The life span of the Automatic Sliding doors, Access Boom gates, Turnstiles, aircraft gates, and perimeter gates is 5 years (refer to **Annex C** for the list and life span)
- ❖ The life span of the aircraft gates, and perimeter gates is 20 years (refer to **Annex C** for the list and life span)
- ❖ The list of equipment commissioning dates has been provided in **Annex B**.

OEM Requirements

The O.E.M recommended the below preventive maintenance for the Automatic Sliding doors, Access Boom gates, Turnstiles, aircraft gates, and perimeter gates:

- ❖ Quarterly maintenance
- ❖ Bi- annual maintenance
- ❖ Annual Maintenance

ACSA: O.R Tambo international Airport has since implemented daily inspections for the Automatic Sliding doors, Access Boom gates, Turnstiles, aircraft gates, and perimeter gates.

Condition of the plant

The maintenance history of the equipment has been logged with ACSA Integrated maintenance centre.

- ❖ The list breakdowns and faults experienced and the estimated time for repair on the Automatic Sliding doors, Access Boom gates, Turnstiles, aircraft gates, and perimeter gates are listed on **Annexure H**.
- ❖ The preventative maintenance previously performed on the Automatic Sliding doors, Access Boom gates, Turnstiles, aircraft gates, and perimeter gates are listed on **Annex F**, for the actual work orders with tasks, ACSA Integrated maintenance centre can be contacted to issue actual.
- ❖ A sample of root cause analysis on the Automatic Sliding doors, Access Boom gates, Turnstiles, aircraft gates, and perimeter gates has been attached on **Annex G**. Also, the root



cause analysis must be performed, and the Root cause analysis form completed by the contractor and handed over to ACSA service manager after each breakdown.

Site Information

- ❖ The Automatic Sliding doors, Access Boom gates, Turnstiles, aircraft gates, and perimeter gates are located at on the airside and landside at O. R. Tambo International Airport (refer to Annexure A for a full list of equipment).
- ❖ The airport layout and site information has been provided on **Annex D**.

Minimum work requirements and Legislations:

The maintenance of Automatic Sliding doors, Access Boom gates, Turnstiles, aircraft gates, and perimeter gates shall as minimum conform to the following Procedure and or other legislative references (Gazetted Standards or OHS Regulations):

- ❖ ACSA maintenance procedure for Automatic Sliding doors, Access Boom gates, Turnstiles, aircraft gates, and perimeter gates - as provided in **Annex N**.
- ❖ The preventative maintenance previously performed on the Automatic Sliding doors, Access Boom gates, Turnstiles, aircraft gates, and perimeter gates are listed on **Annex F**, for the actual work orders, ACSA Integrated maintenance centre can be

Note: above is the list of minimum regulations and legislative requirements that the contractor needs to adhere to as mandatory requirements (**work should be carried out by competent people as prescribed in the law and shall be auditable by the employer at any given time**)

Access to site

- ❖ Airside training and permit should be completed and issued before accessing airside and commencement of work.
- ❖ AVOP training and permit should be completed and issued before the commencement of work for personnel driving required to drive on airside.
- ❖ Permission must be obtained from ACSA operations and IMC before an equipment can handed over to the contractor for works and such arrangements must be done prior and timeously.

Site Restrictions

- ❖ Airside training and permit should be completed and issued before accessing airside and commencement of work.
- ❖ AVOP training and permit should be completed and issued before the commencement of work for personnel driving required to drive on airside
- ❖ The safety file should be completed and approved by the safety department before commencement of work. The safety file is a living document and must be continuously updated with all requirement as specified by law. Also, will be auditable from time to time.
- ❖ Personal Protective Equipment should be issued before the commencement of work.

Risk

The are some of the risks identified but not limited to the below and to **Annex E** list.

Current Guarantees and warranties to be maintained:

- ❖ Annex W - N/A

Extent of the works

The Contractor will be fully responsible for meeting all requirements in this document regarding the Works.



For each piece of equipment, all work will be carried out to standards as required by the Original Equipment Manufacturer (OEM) as well as any applicable governing law and/or regulations. Where OEM standards differ from those required by this document the more stringent requirement shall apply. The Contractor will be fully responsible for obtaining (and keeping up to date with) said requirements.

Where, such a need is mutually agreed between the Contractor and the Employer, the Employer shall put in place a "Hotline" (i.e. 24-hour telephonic support by product specialist) agreement with the relevant OEM. In this event the Contractor shall be responsible that such Hotline services are always operational and available, but all costs in this regard shall be carried by the Employer. The Contractor shall NOT add any mark-up to any Hotline related expenses. A "Hotline" agreement shall typically ensure that problems relating to system controls are promptly rectified. It is intended that Hotline agreements will be in place with OEMs for PLC related controls and computerised control systems.

The Contractor will be responsible for providing staff which are sufficiently skilled and qualified for successful execution of the works. The Contractor shall comply with the Minimum Staffing Schedule always – as stipulated in the Annexes. This may be amended by mutual arrangement between the Employer and the Contractor from time to time.

The Contractor shall always remain responsible to ensure that the on-site staff compliment and maintenance regime is sufficient to maintain the service levels and system performance indicators as stipulated in the Annexes. Should the Contractor not be able to maintain adequate system performance indicators due to constraints caused by the Employer, it shall be timeously reported, in writing, to the Contract Manager. Refer to the Annexes for the required system performance indicators.

The Contractor will ensure that his/her staff compliment is of a sufficient quantity to allow for uninterrupted supply of labour in the event of his/her staff taking sick leave, paid leave and will allow for all staff related eventualities.

The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. The Contractor shall continuously ensure that all staff is knowledgeable and dependable in passenger loading bridges maintenance activities/procedures in the area. The Contractor shall further ensure that any staff member reasonably suspected of partaking in criminal activities is immediately removed from site and his permit returned to and/or cancelled at the ACSA Permit Office.

All work shall be performed within the required Response Times – as stipulated in the Annexes. Any breakdown impacting on operations shall be attended-to until restored to good reliable condition. No breakdown may be left unattended or incomplete for the next day or shift. All repair work shall carry a defect free be guaranteed for a period of 3 months after completion of work.

All work shall be charged according to the Activity Schedule. However, no labour shall be charged for any non-scheduled work, repair work or other work when carried out by a scheduled maintenance shift.

The Contractor will be responsible for keeping spares levels up to a sufficient quantity and standard as to comply with the requirements of this contract and will charge the Employer accordingly. All spares will be charged according to the Activity Schedule. The Contractor shall arrange for the spares room. The Contractor shall keep the spares room in a neat and clean state and an updated spares list will always be available on-site. Spares will be neatly arranged and easily locatable via an appropriate index on the spares list. Wherever practicable, a notice will be placed on the rack, next to the spare part, as to where the part is used in the installation. A resource will be dedicated to ensuring that spares are effectively managed and scrapped parts and waste removed from site. The space for spare storage shall be allocated by ACSA to the contractor and can be a shared space as per space availability.

The Contractor will be responsible for holding all tools and/or special equipment that might be required for the execution of the works, either on site or on their premises in order to comply with the Response



Time requirements of this contract. Any exclusion to the above should be clearly communicated in the returnable schedules when submitting the tender.

The Contractor shall ensure that, unless a special arrangement is made with the Service Manager, all senior staff members and on-site support staff is always immediately reachable via cell phone.

The Contractor shall ensure that all maintenance staff are issued with uniforms that will comply with a minimum requirement as agreed with the Service Manager from time to time. Current airport requirements are safety shoes, track suit and a uniquely numbered reflective jacket (for easy identification via CCTV).

Location of the works

The Works are located at O. R. Tambo International Airport at various locations – mostly in controlled areas. It is crucial for the Contractor to note that O. R. Tambo International Airport is a National Key Point and governed as such.

PROCUREMENT

Preferential procurement procedures

Requirements

The Contractor will respect OEM warranties to the Employer always when procuring spare parts, products or 3rd party services. It will be the Contractor's sole responsibility to ensure that OEM warranty requirements are adhered to always.

Where Contractors use or quote on spare parts of a lower quality than recommended by the OEM, or parts not recommended by the OEM, this shall be clearly indicated to the Service Manager on the quotation. This also implies that the Contractor must build relationships with the various key OEM's.

The Contractor must adhere to all airport requirements regarding fire, health and safety when procuring replacement conveyor belts and/or other equipment or spares.

No casual labour (i.e. "off the street" labour) may be employed by the Contractor unless pre-arranged with the Employer. Whenever this is required, the Contractor shall come to a suitable arrangement with the Employer regarding sourcing and screening of such individuals.



Subcontracting

No part of this Contract may be subcontracted unless with written approval from the Employer. The Employer shall be under no obligation to grant such approval. Should any part of this Contract be subcontracted, the Contractor will be responsible for all Works (or failure to affect the Works) as if it was done so by the Contractor.

MANAGEMENT

Management of the works

Particular / generic specifications

All work shall conform to all relevant SANS standards, OHS ACT regulations and all other legislation that might be relevant to this Contract and the execution thereof.

All work shall be carried out in accordance with prevailing industry norms and best practice and will always comply with OEM requirements.

Planning and programming

All maintenance work shall be scheduled, and a roster presented to the Service Manager at the end of the preceding month. Work shall be scheduled in a manner as not to interfere with any normal airport operations.

Normal airport operational hours shall be **from 04:00 to 24:00** for every day of the year.

As a **minimum** requirement, the Contractor shall roster **scheduled** preventative maintenance activities.

Maintenance teams will attend to scheduled preventative maintenance, non-scheduled maintenance and breakdown maintenance. The Contractor must ensure that no scheduled maintenance work is carried over to the following week.

All Preventative Maintenance shall be scheduled, at least, to the requirements of the annexures (The Contractor must ensure that sufficient allowances for all these items are made with his/her pricing in the Activity Schedule.)

Methods and procedures

The Contractor must accept and respect the fact that the Airport is continuously undergoing construction and improvement and that a variety of stakeholders are involved in the Employer's business. Therefore, within reason and with prior arrangement with the Contractor, the Employer might require the following from time to time:

- Assisting with emergency repairs on
- Assisting with airport operations Re-scheduling of work to accommodate other contractors
- Allowing access and providing assistance to OEM suppliers to correct defects on equipment and/or systems
- Checking on other contractors in order to reduce risk to passenger loading bridges
- Pointing out services to consultants or other contractors
- Providing access to other contractors
- Attending co-ordination and planning meetings
- Removing rubble and/or equipment from site
- Training of ACSA operators and/or technicians
- Training of check-in of passenger loading bridges staff
- Providing of system data and/or statistics to ACSA
- Recommending improvements on maintenance procedures



- Recommending improvements on operational procedures
- Co-operating with ACSA Security relating to security issues
- Safe / legal disposal of used and irreparable spares

The Service Manager may instruct operational and works procedures to the Contractor as might be required from time to time. The Contractor will instruct his/her staff accordingly and implement measures to ensure that these procedures are strictly adhered to.

Quality plans and control

All work must be executed in accordance with prevailing industry norms and standards relating to quality. In this regard, the Contractor will be expected to draft quality plans for the Service Manager from time to time. Emphasis must be on improving system reliability and on ensuring that rostered maintenance work is indeed performed as and when required.

Environment

The Contractor will keep noise and dust levels to a minimum. At no time, shall his/her work result in nuisance, interference or danger to the public or any other person working at the Airport.

At no time, shall the Contractor:

- allow any pollutive or toxic substance to be released into the air or stormwater systems
- interfere with, or put at risk, the functionality of any system or service
- cause a fire or safety hazard

Format of communications

Work instructions, daily check sheets, monthly maintenance reports, inventory reports, breakdown reports, exception reports, etc. will all be in a format as agreed with the Service Manager.

Key personnel

A schedule of key personnel for this Contract (as per the Schedules) will be provided to the Service Manager at commencement of this Contract. This will, as a minimum, include all persons from technician level to management level. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. All on-site staff leaves shall be reported and agreed with the Service Manager.

Management meetings

The Contractor will be expected to attend meetings relating to maintenance, operations, contract management and other issues that may arise from time to time. As far as is practicable, the Contractor will make all required persons available for these meetings. The Contractor shall not submit claims for payment for staff attending any of these meetings.

Electronic payments

The Contractor should arrange with the Employer's finance department for making all payments electronically.

Daily records

The Contractor shall keep accurate daily records of staff attendance, maintenance work, safety inspections and exception reports. Records shall be available for scrutiny by the Service Manager at any time. All records shall be in a format as agreed with the Service Manager.

Monthly reports

When invoicing, the Contractor shall ensure that all required reports for the corresponding month are attached to the monthly invoice. This will include monthly reports on but not limited to:

1. system availability (averaged per week)
2. maintenance work (including % of scheduled maintenance work completed)



3. daily checks performed
4. maintenance plan for the next month
5. the latest spares inventory
6. Assets register up to date including equipment data
7. Root cause analysis records
8. Safety/Environmental or legislative issues and compliance
9. Outstanding maintenance issues

The Contractor shall keep copies of all reports and records for at least 3 years. All reports shall be in a format as agreed with the Service Manager from time to time.

Permits

The Contractor shall not be compensated for costs relating to the Employer's required permits, or for labour/time spent in obtaining it. An allowance must be made in the Activity Schedule in this regard.

The Contractor must ensure that he/she is, always, familiar with the Employer's safety and security requirements relating to permits for no work to be delayed as a result thereof. This will include the permit application process.

Note that (within reason) the Contractor will have no claim against the Employer if a permit request is refused.

The following table is not all inclusive, but is provided for illustration purposes:

Permit	Required by/for	Department
AVOP – Airside Vehicle Operator permit	All drivers of vehicles on airside	ACSA Safety
Airside Vehicle Permit	All vehicles that enter airside	ACSA Safety
Basement Parking permit	All vehicles allowed to enter the delivery basement	ACSA Parking
Personal permit	All persons employed on the airport	ACSA Security
Cell phone permit	All persons taking cell phones to airside	ACSA Security
Lap top permit	All persons taking lap top computers to airside	ACSA Security
Camera permit	All persons taking cameras or camera equipment to airside	ACSA Security
Hot Works Permit	All welding and/metal cutting work	ACSA Safety

Proof of having attended the airside induction training course is required for all personal permit applications. Persons applying for an AVOP must provide proof of having attended an AVOP course. Fees are levied for these courses. Fees are further levied for all permit renewals and refresher courses - where applicable.

Proof of compliance with the law



The Service Manager may at any time request from the Contractor reasonable proof that the Contractor is in compliance with a law or regulation.

Health and safety

Health and safety requirements and procedures

The Service Manager shall be entitled to fine the Contractor low service damages for each non-conformance to Health and Safety matters. This shall not transfer any of the Contractor's responsibilities in this regard to the Employer by any means.

The Contractor shall be fully responsible for compliance to the Occupational Health and Safety Act for all persons, equipment and installations relating to this Contract. The Contractor is expected to sign the undertaking in this regard as attached in the annexes.

It shall be the Contractor's responsibility to ensure that all relevant labour and safety legislation is adhered to in rostering staff.

All persons on company premises shall obey all health and safety rules, procedures and practices. NO SMOKING signs and the prohibition of the carrying of smoking materials in designated areas shall always be obeyed. A copy of the Safety Rules booklet is available on request from the ACSA Safety Department.

All the applicable requirements of the Occupational Health and Safety Act (1993) and Regulations and any amendments thereto, shall be met. Where the OHS Act prescribes certification of competency of persons performing certain tasks, proof of such certification shall be provided to the Service Manager.

The Contractor's Workmen's Compensation fees must be up to date. A copy of the Contractor's WCA registration shall be produced on request.

The following areas in the company are declared as "HOT WORKS PERMIT" areas:

All airside areas

All basement areas

All areas accessible to the public

All enclosed areas

The terminal building

Any process in the above-mentioned areas involving open flames, sparks, or heat shall be authorised by the issue of a permit to work - obtainable from the ACSA Safety department. Any work done under the protection of a permit to work shall be in strict compliance with every prescription regarding the permit.

Safety equipment shall be used where applicable (e.g. safety, goggles, boots, harness, etc.) The Contractor, at his/her own expense shall provide such equipment, for his/her employees. The Contractor shall apply the necessary discipline and control to ensure compliance by his workers.

All Contractors must ensure that his/her employees are familiar with the existing emergency procedures and must co-operate in any drills or exercises, which might be held. Emergency / fire equipment and extinguishers shall not be obstructed at any time

No person shall perform an unsafe / unhygienic act or operation whilst on Company premises.

No unsafe/dangerous equipment or tools may be brought onto or used on Company premises. The Company reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use, without any penalty to the Company and without affecting the terms of the Contract in any way.

The Company reserves the right to act in any way to ensure the safety/security of any persons, equipment or goods on its premises and will not be liable for any costs or loss evoked by the action. This includes the right to search all vehicles and persons entering, leaving or on the premises and to inspect any parcel, package, handbag and pockets. Persons who are not willing to permit such searches may not bring any such items or vehicles onto the premises.



The Contractor shall maintain good housekeeping standards in the area where he is working for the duration of the contract.

At no time, must the Contractor interfere with, or put at risk, the functionality of any Sprinklers and/or fire prevention system. Care must also be taken to prevent fire hazards.

The Contractor is required to issue all staff with standard uniforms. This shall as a minimum include steel-tipped safety shoes/boots, overalls (clearly marked with Contractor's company logo) and numbered reflective jackets (also clearly marked with Contractor's company logo, the team members unique personnel number in a font size to be instructed by the Service Manager). All costs relating to uniforms shall be for the Contractor's account.

Cell phones and two-way radios

Use of cell phones on airside is **not** permitted unless the user is in possession of an appropriate Airport permit for the device. Cell phone permit issuing authority lies with the ACSA Security department.

The Contractor will **not** be allowed to use two-way radios at the Airport unless these radios are of the type, model and frequency range as approved by the ACSA IT department.

Protection of the public

The Contractor shall take special care in order not to harm or endanger the public in any way. Work shall be sufficiently hoarded and guarded to safeguard children and the general public from injury relating to machinery, work or other.

Barricades and lighting

Where hoarding, barricades or lighting is required in the execution of the Works, the Contractor shall provide same at his/her own expense. Hoarding, barricades and lighting shall comply with industry accepted norms and standards and may not be used for purposes of advertising or any other purpose than safeguarding the Works.

Enterprise and Supplier Development Initiatives

It is a requirement of this project that the successful tenderer enters into a contract (either through partnership, joint ventures or sub-contractors) with Targeted Enterprise(s) as defined in the Contract Data to perform a minimum of Thirty percent (30%) of the tendered contract value.

Tenderers must state transformation deliverables that are both achievable and measurable as the successful tenderer will be required to issue comprehensive monthly reports in response to this tender requirement. The monthly report will be assessed by ACSA's Internal Transformation Committee, which is accountable for implementation of ACSA's Transformation initiatives.

C3.2.1 Definition of a Targeted Enterprise

A registered built environment professional firm contracted (either by Joint Venture, partnership or sub-contracting) by the tenderer to perform a specified percentage of work stated in the Contract Data under the guidance of the tenderer and which complies with the following:

- a) does not share equity holding with the tenderer; and
- b) is registered in terms of the Company's Act, 2008 (Act No. 71 of 2008) or Close Corporation Act, 1984 (Act No. 69 of 1984); and
- c) is registered with the South African Revenue Service; and
- d) is at least an Exempted Micro Enterprise (EME) with a B-BBEE Status of "Level One Contributor", as defined in the Amended Codes of Good Practice for measuring Broad-based Black Economic Empowerment (published in Government Gazette No. 36928 on 11 October 2013) or?



e) is at least a Qualifying Small Enterprise (QSE) with a B-BBEE Status of “Level One? Contributor”, as defined in the Amended Codes of Good Practice for measuring Broad-based Black Economic Empowerment (published in Government Gazette No.36928 on 11 October 2013).

f) has entered into a written relationship agreement of co-operation and assistance with the tenderer for the duration of the contract.

C3.2.2 Participation of Targeted Enterprise(s)

The involvement of Targeted Enterprise(s) in the project management, manufacturing and testing is a mechanism to broaden the economic share of the national spend on engineering services and a means to hasten and improve the transfer of technical skills.

The percentage specified for Targeted Enterprise shall be applicable to the management, manufacturing and testing aspects of the project.

C3.2.3 Transformation monthly reporting

The tenderer shall report monthly and provide the following documents:

- The skill development or transferred during the month in question and
- The progress of the targeted enterprises skill development.
- Proof of payment to the target enterprise

C3.2.4 Sanctions for non-compliance with the transformation proposal

In the event that the tenderer does not meet the specified target of work value to the Targeted Enterprise, ACSA shall levy a penalty. The penalty payable is 50% of the value by which the cumulative value of the payments to the Targeted Enterprise fails to meet the specified percentage. The Targeted Enterprise(s) shall not be allowed to sub-contract any work that forms part of the specified participation percentage.

ANNEXES to C3 (Service information)

Title	Annex number	Applicable or N/A
Schedule of Equipment	Annex A	Applicable
Equipment commissioning dates	Annex B	N/A
Equipment life span	Annex C	N/A
Site information	Annex D	Applicable
Risk assessment	Annex E	Applicable
Previous completed PMs	Annex F	N/A
Root cause analysis	Annex G	Applicable
Estimated times for breakdowns/faults	Annex H	Applicable
Key Performance Indicators	Annex I	Applicable
OHS Act Appointment by Contractor	Annex J	Applicable
Minimum Maintenance Programme	Annex K	Applicable
Environmental Terms and Conditions	Annex L	Applicable
Maintenance of Automatic Sliding doors, Access Boom gates, Turnstiles, aircraft gates, and perimeter gates Spares List	Annex M	Applicable
ACSA maintenance procedure for Automatic Sliding doors, Access Boom gates, Turnstiles, aircraft gates, and perimeter gates	Annex N	Applicable
Automatic Sliding doors, Access Boom gates, Turnstiles, aircraft gates, and perimeter gates – standard operating procedure	Annex O	N/A
Automatic Sliding doors, Access Boom gates, Turnstiles, aircraft gates, and perimeter gates – Electrical lockout procedure	Annex P	N/A
O.R. Tambo International Airport – operating instruction for Automatic Sliding doors, Access Boom gates, Turnstiles, aircraft gates, and perimeter gates	Annex Q	N/A
Automatic Sliding doors, Access Boom gates, Turnstiles, aircraft gates, and perimeter gates - Fire Emergency procedure	Annex R	N/A
IMCC procedure	Annex S	Applicable
Internal and external factors outside the contractor's control	Annex T	Applicable
ACSA Mechanical Standardised Minimum: legal requirements and minimum competency requirements	Annex U	Applicable
ACSA Inventory management procedure	Annex V	Applicable
Guarantees and warranties to be maintained	Annex W	N/A

ANNEX A

SCHEDULE OF EQUIPMENT

The tender must note that this is a close estimate of the number of equipment and systems on site.

Equipment**Table 1 - List of Access Boom gates**

Location	Entrance	Exit	Estimated age	Current condition
Airside			5 years	Good
Northgate 1	1	1	5 years	Good
Northgate 2	0	0	5 years	Good
Jet Centre	0	0	5 years	Good
Super South	2	2	5 years	Good
Northern Perimeter Road (between ATNS & Jet Centre)	1	1	5 years	Good
Safair Gate	2	2	5 years	Good
ATNS (first entrance)	1	2	5 years	Good
ATNS (second gate)	1	1	5 years	Good
Charlie Gate	1	1	5 years	Good
Terminal			5 years	Good
Multi Storage Parkade 1			5 years	Good
Ground Floor	2	4	5 years	Good
Level 1			5 years	Good
Level 2	3	7	5 years	Good
Level 3	2	4	5 years	Good
Level 4	3	5	5 years	Good
Multi Storage Parkade 2			5 years	Good
Level-B2	2	6	5 years	Good
Level-B1	2	6	5 years	Good
Level 0	2	6	5 years	Good
Level 1	2	6	5 years	Good
Level 2	2	6	5 years	Good
Level 3	2	6	5 years	Good
Level 4	2	6	5 years	Good
Level 5	2	4	5 years	Good
Shade parking			5 years	Good
Shade 1	2	4	5 years	Good
Shade 2	2	4	5 years	Good
KB2			5 years	Good
Level-2	2	4	5 years	Good
KB1			5 years	Good
Level-1	2	7	5 years	Good

Location	Entrance	Exit	Estimated age	Current condition
Pick up-Drop off			5 years	Good
Terminal A Arrival	1	0	5 years	Good
Police Station	1	0	5 years	Good
State Protocol	1	0	5 years	Good
Taxiway	1	0	5 years	Good
TRB next to the gym	2	4	5 years	Good
CARGO			5 years	Good
Perishable Cargo Triangle	1	1	5 years	Good
Swissport/Checkport Cargo	2	1	5 years	Good
TNT (Parking)	1	1	5 years	Good
Cargo (flat freight)	2	1	5 years	Good
	1	1	5 years	Good
	2	1	5 years	Good
	2	1	5 years	Good
	1	1	5 years	Good
Cargo Parking	1	1	5 years	Good
SAA Cargo	1	1	5 years	Good
Cargo Inflight Services	2	2	5 years	Good
Parking	1	1	5 years	Good
DHL	1	1	5 years	Good

Table 2 - List of Turnstiles

	DESCRIPTION	QUANTITY	ACSA NO	Estimated age	Current condition
SUPER SOUTH					
	Entry	1	98513	5 years	Good
		1	98514	5 years	Good
	Exit	1	98504	5 years	Good
		1	NONE	5 years	Good
CHARLIE GATE					
	ENTRY				
		1	NONE	5 years	Good
		1	NONE	5 years	Good
		1		5 years	Good
	EXIT	1	NONE	5 years	Good
		1	NONE	5 years	Good
SAF 2 BONAERO PARK					
		1	92250	5 years	Good
ATNS					
	ENTRY	1	91520	5 years	Good
	EXIT	1	91521	5 years	Good

	DESCRIPTION	QUANTITY	ACSA NO	Estimated age	Current condition
INTERNATINAL DELIVERY					
	ENTRY	1	NONE	5 years	Good
	EXIT	1	NONE	5 years	Good
CTB TRANSIT HOTEL					
	ENTRY	1	R838	5 years	Good
	EXIT	1	NONE	5 years	Good
EXIT PERMIT HOLDER NEXT TO POLICE STATION					
	ENTRY	1	NONE	5 years	Good
	EXIT	1	NONE	5 years	Good
ENTRY AT CARGO					
	ENTRY	1	NONE	5 years	Good
	EXIT	1	NONE	5 years	Good
CARGO MAIN GATE					
	ENTRY TORWADS PARKING	1	NONE	5 years	Good
	PEDISTRIAN ENTRANCE	1	NONE	5 years	Good
OPPOSITE MAIN GATE					
		1	NONE	5 years	Good
TERMINAL B DEPARTURE					
	EXIT	1	NONE	5 years	Good
INTRNATIONAL ARRIVAL PASSING GATE PASS PORT CONTROL					
	ENTRY	1	NONE	5 years	Good
	EXIT	1	NONE	5 years	Good
TERMINAL 6					
		1	NONE	5 years	Good
	EXIT				
COUNTER 53 NEXT TO PARNIS AND ACSA SECURITY					
	ENTRY	1	NONE	5 years	Good
NORTH GATE 1					
		1	99430	5 years	Good
	ENTRY	1	NOT VISIBLE	5 years	Good
		1	99426	5 years	Good
	EXIT	1	99427	5 years	Good
NORTH GATE 2					
	ENTRY	1	NONE	5 years	Good
	EXIT	1	NONE	5 years	Good
JET CENTER					
	ENTRY	1	2561	5 years	Good
	EXIT	1	NONE	5 years	Good

Table 3 - List of Automatic Sliding doors

Area		Location	Door Number	Estimated age	Current condition
International Terminal Building	Landside	Bussing Terminal arrivals	TA 01A / TA 01B / TA 01C	5 years	Good
		State Protocol	TA 02	5 years	Good
		2-Hour Passage	TA 03	5 years	Good
		Bid-Air Offices	TA 04	5 years	Good
		2-Hour Passage	TA 05	5 years	Good
		TADU	TA 06	5 years	Good
			TA 07	5 years	Good
			TA 08	5 years	Good
			TA 09	5 years	Good
			TA 10	5 years	Good
	Airside Corridor	Boarding Gate A3 - Corridor	TA 11	5 years	Good
		International Transfers	TA 12	5 years	Good
		Boarding Gate A3	TA 13	5 years	Good
		Boarding Gate A4	TA 14	5 years	Good
		Boarding Gate A5	TA 15	5 years	Good
		International Transfers	TA 16	5 years	Good
		Passport Control	TA 17	5 years	Good
		International Transfers Passage	TA 18	5 years	Good
Central Terminal Building	Customs Area	CTB 01	5 years	Good	
		CTB 02A / CTB 02B	5 years	Good	
		CTB 03A / CTB 03B	5 years	Good	
		CTB 04	5 years	Good	
	A8	CTB 05	5 years	Good	
	A1/A2 Arrivals	CTB 06A / CTB 06B / CTB 06C / CTB 06D / CTB 06E	5 years	Good	
	Police Station	CTB 07	5 years	Good	
	A1/A2 Arrivals	CTB 08	5 years	Good	
		CTB 09	5 years	Good	
		CTB 10	5 years	Good	

Area	Location	Door Number	Estimated age	Current condition	
		CTB 11	5 years	Good	
		CTB 12	5 years	Good	
		CTB 13	5 years	Good	
		KB1	CTB 14A / CTB 14B	5 years	Good
		KB2	CTB 15A / CTB 15B	5 years	Good
		Fire Arm Check-in	CTB 16	5 years	Good
		Departures Level	CTB 17	5 years	Good
			CTB 18	5 years	Good
			CTB 19	5 years	Good
			CTB 20	5 years	Good
	CTB 21		5 years	Good	
Domestic Terminal Building	Landside	Domestic Arrivals	TB 01A / TB 01B	5 years	Good
			TB 02A / TB 02B	5 years	Good
			TB 03A / TB 03B	5 years	Good
			TB 04A / TB 04B	5 years	Good
			TB 05A / TB 05B	5 years	Good
		Retail/Bridge to MSP	TB 06A / TB 06B	5 years	Good
		Bussing Gate Arrivals	TB 07	5 years	Good
			TB 08	5 years	Good
		Arrivals/Retail Level	TB 09	5 years	Good
		Arrivals Level 2	TB 10	5 years	Good
	TB 11		5 years	Good	
	Departures Level	TB 12A / TB 12B	5 years	Good	
		TB 13A / TB 13B	5 years	Good	
		TB 14A / TB 14B	5 years	Good	
		TB 15A / TB 15B	5 years	Good	
	Airside Corridor	C10 Boarding Gate - Departures	TB 16	5 years	Good
		C12 Boarding Gate - Departures	TB 17	5 years	Good
C12 Boarding Gate - Arrivals		TB 18	5 years	Good	
Charlie Gate	Charlie Gate	CA 01	5 years	Good	
		CA 02	5 years	Good	



Area	Location	Door Number	Estimated age	Current condition
		CA 03	5 years	Good
		CA 04	5 years	Good
		CA 05	5 years	Good
		CA 06	5 years	Good
		CA 07	5 years	Good
		CA 08	5 years	Good
		CA 09	5 years	Good
Multi-Story Parkade	Entrance/ Ground floor	MSP 01	5 years	Good
	Car Rentals	MSP 02	5 years	Good

Table 4 - List of Aircraft Gates and Perimeter Gates & Aircraft Gates

Location		Length (m)	Mode of Operation	Drive System			
				Motor	Coupling	Gearbox	Transmission
1	SAA Airlink	80	Single gate, dual track	11 kW, 380 V, 21 A, 3 phase, 1460 rpm	Fluid Coupling	SEW-EURODRI VE, Reduction (25.7:1)	Chain and Sprocket (BFS 16B)
2	SAA Technical	120	Single gate, dual track	11 kW, 380 V, 21 A, 3 phase, 1460 rpm	Fluid Coupling with Brake and clutch	SEW-EURODRI VE, Reduction (27.1:1)	Chain and Sprocket (TYC 120)
3	Denel Aviation	80	Single gate, dual track	11 kW, 380 V, 21 A, 3 phase, 1460 rpm	Fluid Coupling with Brake and clutch	SEW-EURODRI VE, Reduction (27.1:1)	Chain and Sprocket (TYC 120)
4	V5	60	Dual gate, wheel axel	BMG, 3 kW, 230 V, 11 A, 3 phase, 1415 rpm [2 off]	Motor-gearbox assembly (Gate-mounted) [2 off]	BMG, Reduction (40:1)	Driven rear wheels
5	V4	60	Dual gate, wheel axel	BMG, 3 kW, 230 V, 11 A, 3 phase, 1415 rpm [2 off]	Motor-gearbox assembly (Gate-mounted) [2 off]	BMG, Reduction (40:1)	Driven rear wheels
6	V3A	50	Dual gate, wheel axel	BMG, 3 kW, 230 V, 11 A, 3 phase, 1415 rpm [2 off]	Motor-gearbox assembly (Gate-mounted) [2 off]	BMG, Reduction (40:1)	Driven rear wheels
7	V3B	50	Dual gate, wheel axel	BMG, 3 kW, 230 V, 11 A, 3 phase, 1415 rpm [2 off]	Motor-gearbox assembly (Gate-mounted) [2 off]	BMG, Reduction (40:1)	Driven rear wheels
8	V2	60	Single gate, wheel axle	WEG, 11 kW, 380 V, 21 A, 3 phase, 1460 rpm	Fluid Coupling with Brake and clutch	FLENDER HIMMEL RSA, Reduction (27.1:1)	Chain and Sprocket (TYC 120)



9	V1	60	Single gate, wheel axle	CGM, 11 kW, 380 V, 21 A, 3 phase, 1460 rpm	Fluid Coupling	BONFIGLI OLI, Reduction (25.7:1)	Chain and Sprocket (BFS 16B)
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Motor vehicle gates		
Location		Qty
1	Emergency Gate 1	1
2	Emergency Gate 2	1
3	Emergency Gate 3	1
4	Emergency Gate 4	1
5	VIP Parking Access Gate	1
6	Management Parking Access Gate	2
7	North Gate 1 – Cargo	1
8	Golf Apron Access Gate	1
9	ATNS Security Check Point	2
10	Super South Security Check Point	1
11	Adjacent to International Bussing Terminal	1
12	SAPOS Facility Main gate	2

The motor specification for the perimeter gates is Centurion D10.



ANNEX B

Equipment Commissioning Dates

N/A

ANNEX C

Equipment Life Span

Location		Length (m)	Mode of Operation	Drive System				Life Span
				Motor	Coupling	Gearbox	Transmission	
1	SAA Airlink	80	Single gate, dual track	11 kW, 380 V, 21 A, 3 phase, 1460 rpm	Fluid Coupling	Reduction (25.7:1)	Chain and Sprocket (BFS 16B)	20 years
2	SAA Technical	120	Single gate, dual track	11 kW, 380 V, 21 A, 3 phase, 1460 rpm	Fluid Coupling with Brake and clutch	Reduction (27.1:1)	Chain and Sprocket (TYC 120)	20 years
3	Denel Aviation	80	Single gate, dual track	11 kW, 380 V, 21 A, 3 phase, 1460 rpm	Motor-gearbox assembly	Reduction (27.1:1)	Chain and Sprocket (TYC 120)	20 years
4	V5	60	Dual gate, wheel axel	BMG, 11 kW, 230 V, 11 A, 3 phase, 1460 rpm [2 off]	Motor-gearbox assembly (Gate-mounted) [2 off]	BMG, Reduction (40:1)	Driven rear wheels	20 years
5	V4	60	Dual gate, wheel axel	BMG, 7 kW, 230 V, 11 A, 3 phase, 1460 rpm [2 off]	Motor-gearbox assembly (Gate-mounted) [2 off]	BMG, Reduction (40:1)	Driven rear wheels	20 years
6	V3A	50	Dual gate, wheel axel	BMG, 7 kW, 230 V, 11 A, 3 phase, 1460 rpm [2 off]	Motor-gearbox assembly (Gate-mounted) [2 off]	BMG, Reduction (40:1)	Driven rear wheels	20 years

7	V3B	50	Dual gate, wheel axel	BMG, 7 kW, 230 V, 11 A, 3 phase, 1415 rpm [2 off]	Motor-gearbox assembly (Gate-mounted) [2 off]	BMG, Reductio n (40:1)	Driven rear wheels	20 years
8	V2	60	Single gate, wheel axle	WEG, 11 kW, 380 V, 21 A, 3 phase, 1460 rpm	Fluid Coupling with Brake and clutch	FLENDE R HIMMEL RSA, Reductio n (27.1:1)	Chain and Sprocket (TYC 120)	20 years
9	V1	60	Single gate, wheel axle	CGM, 11 kW, 380 V, 21 A, 3 phase, 1460 rpm	Fluid Coupling	BONFIG LIOLI, Reductio n (25.7:1)	Chain and Sprocket (BFS 16B)	20 years

Motor vehicle gates		
Location		Life span
1	Emergency Gate 1	20 years
2	Emergency Gate 2	20 years
3	Emergency Gate 3	20 years
4	Emergency Gate 4	20 years
5	VIP Parking Access Gate	20 years
6	Management Parking Access Gate	20 years
7	North Gate 1 - Cargo	20 years
8	Golf Apron Access Gate	20 years
9	ATNS Security Check Point	20 years



10	Super South Security Check Point	20 years
11	Adjacent to International Bussing Terminal	20 years
12	SAPOS Facility Main gate	20 years



ANNEX D

Site Information

Description

The services are situated on the airside of O. R. Tambo International Airport, the services taking place on the aprons within the boundary limits of the O. R. Tambo International Airport.

General Site Conditions

Temperature (Min - Max)	6°C to 40°C
Relative Humidity	15% to 60%
Wind	28m/s
Height above Sea Level	1,680 m
Slope (Existing/Modified)	Level
Seismic	N/A





ANNEX E

Risk assessment

OHS Risks

OHS 004 RISK ASSESSMENT TEMPLATE	Doc No. OHSORT	
Rev. 1		
Date 30th July 2017		

O. R. TAMBO INTERNATIONAL AIRPORT - AUTOMATIC SLIDING DOORS

#	Department	Tenant / Sub-department	Activity / Task / Service	Risk Name	Risk Description	Assessed Values		Assessed Control					Summary			Safe Work Procedure
						Impact Risk	Impact Probability	Control Measure Name	Control Measure Description	Control Effectiveness %	Control Contribution	Weighted Control Effectiveness	Inherent Risk Value	Residual Risk Value	Management Priority	
1	Operations: M&E	Mechanical	Maintenance of Automatic Sliding Doors	Occupational injuries	Lifting of heavy objects	10	20	SWP to be drawn up	Where possible, crawl beams are to be used to retrieve submersible pumps with the assistance of chained block-and-tackle	35	40	14	2	1,72		Official SWP Procedure required
2	Operations: M&E	Mechanical	Maintenance of Automatic Sliding Doors	Fire hazard, injuries, fatalities.	Hot work conducted such as grinding, welding	30	20	Procedure	Hot work permit be issued prior commencement of work, fire equipment be serviceable, naked/smoking prohibited, qualified first aider to be provided.	35	40	14	6	5,16		B 070001M
3	Operations: M&E	Mechanical	Maintenance of Automatic Sliding Doors	Electrocution	Fault on electrical earth cable	50	40	Procedure	Daily/weekly inspection conducted	60	65	39	20	12,2		
4	Operations: M&E	Mechanical	Maintenance of Automatic Sliding Doors	Loss of power	Sliding door fails to open in the event of a fire	50	40	Design	Battery back-ups for gates are installed	20	10	2	20	19,6		Design changes to be put in place via CAPEX
5	Operations: M&E	Mechanical	Maintenance of Automatic Sliding Doors	Collision	Door closing on travelling public	50	20	Procedure	Daily/weekly inspection conducted	35	40	14	10	8,6		
6	Operations: M&E	Mechanical	Maintenance of Automatic Sliding Doors	Occupational injuries	Working around revolving machinery	30	40	Legislation	No loose hair/clothes, jewellery and machine be guarded	35	40	14	12	10,32		OHS ACT
7												0	0	0		



Administrative Risks

Risk Number	Risk Description
1	Safety File not being 100% compliant or safety/environmental infringement could lead to the contractor being taken off site
2	Expired COIDA letter; contractor will be taken off site.
3	Insufficient resources on site to perform the work required roster; contractor will be penalized accordingly
4	Failure to annually present a compliant Tax Clearance Certificate which is considered a material breach of the conditions of this Contract
5	Not meeting set availability target; contractor will be penalized and failing rehabilitation contract will be terminated as specified in this contract
6	Not meeting set MTTR target; contractor will be penalized and failing rehabilitation contract will be terminated as specified in this contract
7	Spares list not being updated could lead to extended equipment down times; contractor will be penalized and failing rehabilitation contract will be terminated as specified in this contract
8	Root cause analysis not performed could lead to repeated equipment failures; contractor will be penalized and failing rehabilitation contract will be terminated as specified in this contract
10	Failure to annually present compliant BEE certificate which is considered a material breach of the conditions of this Contract
11	Contract value being expended before contract expiry date; contract will be terminated
12	Contractor not giving documentation for work assessments and payment on time; Contractor will not be paid on time
13	Updated and compliant safety file regarding Covid 19 PPE and risk assessment, as per OHS and regulation.
14	Any change in the law that is reinforced as per clause X2(Changes in the law)



ANNEX F

Previously completed P. Ms

N/A



ANNEX G

Root cause analysis

Root cause analysis must be done for each failure and the form is per below must be handed over after closing any works.

Available upon Request from the ACSA Service Manager

ORTIA ME Root Cause Analysis Sheet																											
Function failure (Which function was no longer executed)		ESCALATOR HANDRAIL DAMAGED			Date:	Sunday, 20 November 2010	Time of incident:	10:39 AM	Reported by/Operator:	ACS. Luthobato																	
Asset class:	ESCALATOR	Asset Description:	ESCALATOR E2	Total downtime:	01:43 hrs	Warning signs before the breakdown:																					
Asset:	Hand	Repair time:	01:43 hrs	Waiting time:	01 hrs	DAMAGED HANDRAIL																					
Repaired by:	MONA VITH JV	Description of fault (ending and repair): what was done to fix the machine/equipment and start operation) OUR SUBCONTRACTORS WERE CALLED IN TO REPLACE THE DAMAGED HANDRAIL			Sketch the working principles and the failure mode (Event which caused functional failure) Include pictures of the breakdown, if in position																						
Part(s)/component(s) replaced:		Work order/Work Request			Failure mode (Event which caused functional failure)																						
THE DAMAGED HANDRAIL WAS REPLACED		000229745			WEAR AND TEAR																						
Why1 - WHY WAS THE HANDRAIL DAMAGED?	Why2 - WHY DID WEAR AND TEAR OCCUR?	Why3	Why4	Why5	Why6	Why7	Why8	Why9	Why10																		
WEAR AND TEAR	THE HANDRAIL HAD SURPASSED ITS LIFE EXPECTANCY																										
<table border="1"> <thead> <tr> <th>Category</th> <th>Who</th> <th>Date complete</th> </tr> </thead> <tbody> <tr> <td>Man</td> <td></td> <td></td> </tr> <tr> <td>Machine</td> <td></td> <td></td> </tr> <tr> <td>Method</td> <td></td> <td></td> </tr> <tr> <td>Material</td> <td></td> <td></td> </tr> <tr> <td>Environment</td> <td></td> <td></td> </tr> </tbody> </table>										Category	Who	Date complete	Man			Machine			Method			Material			Environment		
Category	Who	Date complete																									
Man																											
Machine																											
Method																											
Material																											
Environment																											
Initiated by:	Date:																										
Completed by:	Date:																										
Approved by:	Date:																										

ANNEX H

Estimated times for breakdowns/faults

BOOMS	
<u>Diagnostic & Repairs rates that will be charge after the call out fee and first hour has passed</u>	
<i>Note: The contractor will be held accountable to the completed times and rates below</i>	
Diagnostic & Repair Call description	Estimated time to repair (hrs.) from the ACSA system as per Annexure H for information only
Fault by others	1
Boom Gate Physical Structure Damage	2
Logic Malfunctioning	0.5
Boom Power	1
Loop Fault	1
Mechanical Fault	1.5
Manual Switch Fault	1.25
Robot Not Working	0.75
Spring Fault	1
Fuse Fault	0.5
Card Reader	0.5
Other unforeseen breakdown:	0.5
Turnstile	
<u>Diagnostic & Repairs rates that will be charge after the call out fee and first hour has passed</u>	
<i>Note: The contractor will be held accountable to the completed times and rates below</i>	
Diagnostic & Repair Call description	Estimated time to repair (hrs.) from the ACSA system as per Annexure H for information only
Fault by others	1
Turnstile Physical Structure Damage	2
Logic Malfunctioning	0.5
Power Fault	1
Mechanical Fault	1.5
Mechanical spring Fault	1
Limit switch	0.5
Solenoid Faulty	0.75
Card Reader	0.5
Control box Fault	0.75
Other unforeseen breakdown:	0.5
Sliding Door	
<u>Diagnostic & Repairs rates that will be charge after the call out fee and first hour has passed</u>	
<i>Note: The contractor will be held accountable to the completed times and rates below</i>	

Diagnostic & Repair Call description	Estimated time to repair (hrs.) from the ACSA system as per Annexure H for information only
Fault by others	0.5
Aluminium Frame Damage	2
Frame Rubber Beading is off.	0.5
Tooth Belt Damaged	1
Guide Rail Fault	1.5
Guide wheels Fault	1
Glass Damaged	1.5
Power Fault	1
Cover Lock Fault	1
Lock Mechanism	1
Sensor Fault	1
Carriage Wheel Fault	1
Door Stopper	0,5
Control Panel Fault	1
Door Out Of Alignment	1.5
Cables loose	0.5
Motor Fault	2
Sliding Door Fire Emergency Panel Fault	1
Sliding Door Fire Emergency System Fault	1
Drive System Fault	2
Key Switch fault	1
Mechanical Fault	1.5
Other unforeseen breakdown:	1
Aircraft and Perimeter gates	
<u>Diagnostic & Repairs rates that will be charge after the call out fee and first hour has passed</u>	
<i>Note: The contractor will be held accountable to the completed times and rates below</i>	
Call description	Estimated time to repair/reset (hrs.) as logged in the ACSA system
Aircraft gate is not closing/opening	2
Aircraft gate is jammed	1
Emergency stop activated	0.17
Aircraft gate is showing overran limit reached on the screen	1
The chain for the aircraft gate is out of the sprocket/loose.	2
The screen displays a communication error at control room	0.5
Sensor/beam faulty	1
Motor faulty	3
Limit switch faulty	1



Emergency gate rail is not aligned	1.5	
Bearing collapsed	3	
Aircraft gate rail condition is not good/damaged.	3	
Excessive noise from the motor	2	
No oil in the gearbox	0.5	
Lubricate springs of the magnetic brake	0.5	
The aircraft gate structure is loose	1	
Condition of the wheels and axles is not good/damaged	2	
Check paint conditions of the perimeter gate and reapply if necessary	2	
Other: Unforeseen breakdown	2	
Other minor services such as not limited to equipment adjustment and lubrication etc.	1	



ANNEX I

Key Performance Indicators

1. Performance objectives

Normal airport operational hours shall be **from 04:00 to 24:00** for every day of the year but will be confirmed/amended by the Service Manager from time to time. Down-time of Alpha 4 to 7 loading bridges for routine maintenance shall be arranged with the Airport Management Centre three months in advance to suit airport operations. The Contractor must allow for sufficient after-hours work in order for scheduled work not to interfere with airport operations

Minimum Staffing Schedule

The Contractor must maintain the following **minimum** staff available at all times and should price accordingly but not limited to the listed resources:

Item No	Skill	Quantity	Days per week (normal hours)
1	Site Supervisor	1	08:00 – 17:00
2	Technician	3	04:00 to 24:00
3	Assistant Technician	3	04:00 to 24:00

* The Contractor must maintain at all times the above **minimum** staff and should price accordingly but not limited to the listed resources.

The Contractor must have additional resources available to attend to lengthy breakdowns or breakdowns of a specialised nature.

It shall be the Contractor's responsibility to ensure that all relevant labour and safety legislation is adhered to in scheduling staff.

The Contractor shall schedule staff to complete the preventative maintenance schedule accordingly. The Tenderer must ensure that sufficient allowance for all these items is made for in his/her pricing in the Activity Schedule.

2. Availability, mean time before failure and mean time to repair

The Contractor must comply with the following minimum system performance benchmarks:

*The Period of review shall be Monthly.

Service Level table

The following service levels are the minimum acceptable service levels for this contract.

System Availability of Automatic Sliding doors, Boom gates, turnstiles, perimeter gates, aircraft gates	99,50%
Response times during working hours	30 minutes on land side and 40 minutes on the airside
Response times after working hours	60 minutes on land side and on the airside



Closure duration during working hours	80 minutes on land side and 90 minutes on the airside
Closure duration after working hours	120 minutes on land side and on the airside
Closure of corrective work orders	All corrective maintenance work orders should be closed within 2 working days of issue unless it is because of circumstances beyond the control of the contractor. Circumstances will have proven by contractor.

3. Emergency Response time

ACSA deems an emergency as a situation caused by unforeseen circumstance. This is only instances where:

- ❖ Delaying to source the required goods,
- ❖ Works or services will result in Loss of life or injury,
- ❖ Reputational harm,
- ❖ Financial losses,
- ❖ Legal consequences,
- ❖ Interruption of essential or
- ❖ Business services and
- ❖ Any other relevant consideration

Below are the some of the emergencies identified but not limited to the below list

Response times during working hours	30 minutes on land side and 40 minutes on the airside
Response times after working hours	60 minutes on land side and on the airside

4. Guarantees

The defect free period is defined as that period following completion of the work where no defect directly associated with the Contractors workmanship is detected.

Defect free liability period – corrective or breakdown maintenance	The defect free period will be no less than 90 days.
Defect free liability period – project work	The defect free period will be no less than 12 months.

There are no current (the time of this bid) warranties and guarantees on the infrastructure to be maintained by the contractor.

5. Assessments and Reviews

- Monthly assessment/review shall be done according to this NEC contract.
- Safety issues and file reviewed quarterly or as per Safety department frequency.
- Contract shall be Audited and Assessed the from time to time.
- The contractor will be assessed and scored quarterly also through the ACSA supplier development system or any other ACSA system.

6. Low service damages



Notification of Low service damages

The Service Manager will notify the contractor in writing of any Low service damages.

The Service Manager will also notify the contractor of any claims directed and incurred by ACSA as a result of the contractor failure of duties, **this will be for the account of the Contractor.**

The sources of the information shall be all reports and Audit reports which the infrastructure is subjected to (e.g. any authorised ACSA employees and any internal and external audits).

ACSA must notify the contractor in writing of its intention to claim a Low service damages within 30 days of an event or ACSA will lose its right to claim the Low service damages. Should ACSA not claim a Low service damages for an event it shall not be interpreted that the level of performance is acceptable or that ACSA shall not be entitled to claim Low service damages for similar future events. Under no circumstances shall a Low service damages be regarded as the only action ACSA may take against the Contractor or the only amount it may claim from the Contractor.

Low service damages tables

Progressive Punitive low service agreements which are entirely the contractor's fault shall be applied as below:

	Low service damages Criteria	Low service damages amount
Response time	Noncompliance with response times	R2 000,00 per event
Closure duration	Consistent non-compliance with closure duration times	R2 000,00 per event
Closure of corrective work orders	Noncompliance with closure times for corrective maintenance work orders	R2 000,00 per event
System Availability	Noncompliance with the system availability	R2 000,00 per system
Other OHS ACT which is criminal offenses according to the OHS act	Termination	
There are consecutive OHS acts of the same offense/class	Termination	

****Any availability less than 91% for six consecutive months (which is the entirely the contractor's fault) will lead to contract termination.***

Emergency Response time

ACSA deems an emergency as a situation caused by unforeseen circumstance. This is only instances where:

- ❖ Delaying to source the required goods,
- ❖ Works or services will result in Loss of life or injury,
- ❖ Reputational harm,
- ❖ Financial losses,
- ❖ Legal consequences,
- ❖ Interruption of essential or
- ❖ Business services and
- ❖ Any other relevant consideration



Below are the some of the emergencies identified but not limited to the below list

Discretionary annual contractor's performance review/assessment will be performed to consider the renewal of contract. Should the contractor's performance deemed below satisfactory the contract will not be renewed upon contract anniversary, therefore the contract will be terminated.

7. Continuous improvement

Continuous Improvement Program and the Computerized Maintenance Management System

It is hereby required that the Contractor ensures that a continuous improvement program is in place. For example, the criteria below may be used but not only limited to the items mentioned below.

1. An improvement in the availability of systems
2. An improvement on the minimization of spares holding (for example by increasing Mean Time to Failure of components)
3. Etc.

As mentioned above this list is not comprehensive and it is only used for illustrative purposes. Upon implementation of the contract the Employer and the Contractor shall agree targets for the continuous improvement program.

It is important to note that continuous improvement will only apply to those items that meet minimum benchmarks. Continuous improvement initiatives shall be reviewed every quarter or when deemed necessary by the Employer or the Contractor.

The Contractor shall take all reasonable actions to ensure that they facilitate successful implementation and execution of the CMMS. The Contractor shall before each anniversary date of the Contract investigate available CMMS data and report if savings can be achieved on the Contract for the next year. This may also include savings on the Contract monthly maintenance amount.

8. Internal and external factors

A list of some of the internal and external factors which may affect equipment SLAs / availability and are beyond the contractor's control are listed in **Annex T**. In such an event the contractor will not pay for low services damages which were caused by factors which were proven to be beyond the contractor's control.

MAINTENANCE RECORD SHEETS

When maintenance is performed, record sheets must be completed and signed off by both the Technician and an ACSA representative.

These record sheets must be stored for the duration of the contract and should be available for inspection at any time. **The lack of complete history files will result in immediate cancellation of the contract.**

All record sheets, job cards, history reports etc. will stay the property of ACSA and should be available on request. At the end of the contract period a complete set of documentation must be handed over to ACSA.

The contractor shall further provide copies of these record sheets to the ACSA contract manager by the fifth day of every month. **No money will be paid out if record sheets are not handed in.**



ANNEX J

**OCCUPATIONAL HEALTH AND SAFETY AGREEMENT
IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH & SAFETY ACT (ACT 85 OF
1993) & CONSTRUCTION REGULATION 5.1(k)**

This form is in C1.3 in this contract and must be filled in by the contractor

Minimum Maintenance Programme

All Maintenance of Boom gates shall be scheduled, at least at minimum, to the requirements of the following tables:

Box 1: Boom gates

Monthly	Visual inspection of the housing, inside and outside, for damage and corrosion. Clean the housing and repair paint as necessary/required. Remove corrosion damage.
	Visual inspection of foundation anchors, attachment profiles and mounting material for corrosion. Remove corrosion damage.
	Visual Inspection of the barrier arm for damage and corrosion. Clean the barrier arm and repair paint damage as necessary. Remove corrosion damage.
	Visual inspection of additional parts, such as the pendulum support, for damage and corrosion. Clean additional parts and repair paint damage. Remove corrosion damage.
	Paint as required
	Where they exist, inspect lenses and mirrors of the light barriers.
Semi annually	Perform all monthly maintenance work.
	Check the barrier housing fastening screws for tight fit. If require, tightened the screws.
	Check function of the residual current operate device
	Check the barrier arm and flange fastening screws for tight fit. Tighten the screws.
	Check the screws of the system parts, such as pendulum support, for tight fit . If required, tighten the screws.
Yearly	Perform all monthly and semi-annual maintenance work.
	Check Barriers mechanics
	check the spring setting of the lever system.
	Check barrier arm position.
	Visual inspection of the induction loops and the carriageway in the area of the loops for damage.
	Check the induction loops function
	Check the induction loops. Measure the contact resistance, insulation resistance and inductivity of the induction loops.
	where they exist, check the function of additional safety equipment, such as light barriers
	Check the barrier's function.
	Check the barrier's locking in the position "Closed"
	Check the advanced warning on barriers with the active function "Traffic lights lead"
	Check electric cables for damages
	Check if all electrical connections are firm.
Check signs and labels for completeness and legibility.	

**Box 2: Turnstile**

Monthly	Check turnstile is operating and functioning correctly
	Check general overall conditions of equipment, i.e., age, wear and tear, etc
	Wipe down turnstile and check for tar spots, signs of damage, rust, etc
	Check condition and secureness of any fitments, i.e., lights, etc
	Record / report any potential concerns as to future reliability of equipment
	Remove turnstile lid / cover and visually inspect mechanical head operational workings
	Check smoothness and operation of unit in both directions
	Check all sensors and micro switches for correct operation, replace or adjust as required
	Inspect damper assembly, lubricate as necessary
	Check paddle / locking arm pivots, all springs and indexing system for wear and tear, replace, lubricate as required
	Check solenoid operation for smoothness, clean and lubricate as required
	Check ratchet for ease of operation
	Check tightness of connections and clean as required
	Check integrity and security of cables
	Check Relays for correct operation, replace or adjust as required
	Check all earth connections
Refit lid and tighten down	

Box 3: Automatic sliding doors

Item	Task	Frequency
1	Check motor condition and tension	Monthly
2	Check end-pulley condition and tension	Monthly
3	Check roller condition and adjust	Monthly
4	Check belt brackets and adjust	Monthly
5	Check track condition and adjust	Monthly
6	Check voltages input, report findings	Monthly
7	Check voltage output, report findings	Monthly
8	Check door leaves overall condition	Daily
9	Check door sensor sensitivity and activation area	Monthly
10	Check door opening and closing speed	Monthly
11	Check door opening and closing for smooth and correct operation	Monthly
12	Check key-switch for correct operation where installed	Monthly

Automatic Sliding Doors	Supporting	Maintenance of doors	D080 007M	06 March 2013	Weekly motion sensor tests	Monthly (M)
					Toothed belt checks	Quarterly (Q)
					Guide block checks	Quarterly (Q)
					Sliding structural integrity (Including rail) check	
					Emergency power unit functionality test records	Quarterly (Q)

Box 4: Aircraft Gates

Item No.	Task	Monthly	Quarterly
	Operation		
1	Obtain permission from compliance to service the gate and notify operation helpdesk of the duration of the service	X	

Item No.	Task	Monthly	Quarterly
2	Request Operations Department to open the gate remotely	X	
3	Check gate and rail conditions	X	
	Electrical		
4	Check that all electrical connections are secured and safe	X	
5	Check that all labelling on electrical cables is present and clear		X
6	Ensure electrical circuit diagrams are in the panel		X
7	Clean all electrical panels	X	
8	Check and record start up and Ampere reading of the motor		X
9	Check that all motor bolts are in place and secure	X	
10	Check electrical panel door mechanism	X	
11	Check excessive noise from the motor (bearing noise)	X	
12	Check water leaks	X	
	Mechanical		
13	Check condition of the floor surrounding the rail (concrete or support damage, clear any rail obstruction)		X
14	Check gear box for tightness		X
15	Check gear box oil levels and refill if below allowable lower limit	X	
16	Check condition of the sprockets for wear and tear	X	
17	Check chain for tension and set accordingly		X
18	Check condition of the master link	X	
19	Clean and grease chain		X
20	Check gearbox for excessive bearing noise	X	
21	Check condition of the electromagnetic brake for correct operation	X	
22	Clean and lubricate springs of the magnetic brake		X
23	Check if the magnetic brake is secured	X	
	Structures		
24	Check structure for loose bolts	X	
25	Check strands wires for tightness	X	
26	Check condition of the wheels and axles	X	
	Winch		
27	Check operation of the winch		X
28	Check condition of winch cables (any damage or wear must be reported) and lubricate accordingly		X
29	Check winch cover for leaks	X	
30	Check manual operation of the gate using the winch		X

Box 5: Perimeter Gates

Item No.	Task	Monthly	Quarterly
1	Check gate and rail conditions	X	

Item No.	Task	Monthly	Quarterly
2	Check condition of the floor surrounding the rail	X	
3	Clean rail tracks		X
4	Lubricate all moving parts		X
5	Check motor condition for damage and noise	X	
6	Check structure for loose bolts	X	
7	Check paint conditions and reapply if necessary		X
8	Check opening and closing of the gate for smooth operation	X	

Aircraft Gates and Perimeter Gates	Supporting	<ul style="list-style-type: none"> • Electrical Installations Regulations • Driven Machinery Regulations 	N/A	N/A	Wiring diagram and COC validity check	Yearly (Y)
					Control room to local panel link functionality test	Weekly (W)
					Gate wheel bearing change records	Yearly (Y)
					Laser sensing test records	Weekly (W)
					Structural integrity inspection records	Yearly (Y)
					Chain links lubrication	Monthly
					Motor Winding resistance and electrical insulation tests	Bi-annual
					Records of inspections for Guarding of moving parts	Quarterly (Q)
					Earth leakage test	Quarterly (Q)
Motor and gearbox check	Monthly					

ANNEX L (Contractor to fill in)

**ACSA SERVICE & MAINTENANCE CONTRACTORS
ENVIRONMENTAL TERMS AND CONDITIONS TO COMMENCE WORK - EMS 048**

The following Environmental Terms and Conditions shall be strictly adhered to by all contractors when conducting works for the Employer. The Employer shall audit Contractor activities, products and services on an ad hoc basis to ensure compliance to these environmental conditions. Any pollution clean-up costs shall be borne by the Contractor.

ISSUE	REQUIREMENT
Environmental Policy	ACSA's (the Employer's) Environmental Policy shall be communicated, comprehended and implemented by all appointed Contractor staff.
Storm water, Soil and Groundwater Pollution	<ul style="list-style-type: none"> • No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources. • Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to the Employer immediately. Contractors shall supply their own suitable clean-up materials where required. • Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on the Employer property. It is the Contractor's responsibility to determine the location of these areas. • No leaking equipment or vehicles shall be permitted on the airport.
Air Pollution	<ul style="list-style-type: none"> • Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum. • Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities. • Fires: No open fires shall be permitted on site.
Noise Pollution	<ul style="list-style-type: none"> • All reasonable measures shall be taken to minimize noise generated on site due to work operations. • The Contractor shall comply with the applicable regulations regarding noise.
Waste Management	<ul style="list-style-type: none"> • Waste shall be separated as general or hazardous waste. • General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible. • Under no circumstances shall solid or liquid waste be dumped, buried or burnt. • Contractors shall maintain a tidy, litter free environment always in their work area. • Contractors must keep on file: <ol style="list-style-type: none"> 1. The name of the contracting waste company 2. Waste disposal site used 3. Monthly reports on quantities – separated into general, hazardous and recycled



	<p>4. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal</p> <p>5. Copy of waste permit for disposal site</p> <p>This information must be available during audits and inspections.</p>
<p>Handling & Storage of Hazardous Chemical Substances (HCS)</p>	<ul style="list-style-type: none"> All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets. Materials Safety Data Sheets shall be stored with all HCS. All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to the Employer immediately). All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. Contractors shall comply with all relevant national, regional and local legislation regarding the transport, storage, use and disposal of hazardous substances.
<p>Water and Energy Consumption</p>	<p>the Employer promotes the conservation of water and energy resources. The Contractor shall identify and manage those work activities that may result in water and energy wastage.</p>
<p>Training & Awareness</p>	<p>The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.</p>

Low Service Damages

Low service damages shall be imposed by the Employer on Contractors who are found to be infringing these requirements and/or legislation. The Contractor shall be advised in writing of the nature of the infringement and the amount of the low service damages to be imposed. The Contractor shall take the necessary steps (e.g. training/remediation) to prevent a recurrence of the infringement and shall advise the Employer accordingly. The Contractor is also advised that the imposition of low service damages does not replace any legal proceedings the Council, authorities, landowners and/or members of the public may institute against the Contractor.

Low service damages shall be between R 200.00 and R 20,000.00, depending upon the severity of the infringement. The decision on how much low service damages to impose will be made by ACSA's (the Employer) Airport Environmental Management Representative in consultation with the Airport Manager or his/her designate and will be final. In addition to the low service damages, the Contractor shall be required to make good any damage caused due to the infringement at his/her own expense.

I, _____ (name & surname) of _____

_____ (company) agree to the above conditions and acknowledge the Employer's right to impose low service damages should I or any of my employees or sub-contractors fail to comply with these conditions.

Signed: _____ on this date: _____ (dd/mm/yyyy)



at: _____ (airport name).

ANNEX M

Maintenance of Passenger loading Bridges Spares List**Automatic sliding doors**

Item (Component - Type - Description - Function)	Manufacturer Part Number (Optional)	Min Qty	Max Qty	Actual Qty	Difference in Quantity	List Price (ZAR) / item	Stock Value	Manufacturer
Motor	3685528	5	10	3	-2	R 1 285,8 5	R 3 857,5 5	Besam
Belt	3564458	20	30	25	0	R 516,8 2	R 12 920,5 0	Besam
Floor guide	3466859	25	35	15	0	R 50,00	R 750,0 0	Besam

Tunstiles and Boomgates

Spare Part Code	Spare Part Description(type;make;Model;Atribute)	UO M	Min Qty	Qty on Kardex	Qty counted
OVB29-35 AND L55-10RPM	Barrier torque Motor 220v	each	5	12	11
OVB01	Boom pole (Round)	each	5	15	8 (3m)
OVB21-LED	Robot (Red and Green)	each	2	11	6
OVB30 AND L51- ACBML1	Motor Link Arm	each	5	20	19
L60-ECHTF3/UK	AllTech Turnstile Control Board	each	1	4	4
OFH11	Imat Turnstile Control with battery back up on mounting bracket 24v (excl battery)	each	1	4	3
OFH13	Imat Turnstile Control with battery back up PCB only	each	1	4	4
TS-CPFSEC	Turnstar Control Board	each	1	2	2
VBL04	Imat Boom gate Control plug-in PCB	each	2	8	2
L60-ECSU02	AllTech Boom gate Control Board	each	1	4	3
VBL01	Imat Boom gate Plug in combo logic (Controller and Loop Detector)	each	2	4	1
L61-PL403(TL 100)	AllTech Turnstile Logic / control coil	each	1	4	2
L61-BL100T	AllTech Boom gate Logic / control coil	each	4	10	9

Spare Part Code	Spare Part Description(type;make;Model;Atribute)	UOM	Min Qty	Qty on Kardex	Qty counted
TURTL-FSEC	Turnstar logic / Control coil	each	2	4	1
OFH14	Imat turnstile Solenoid 24v	each	2	6	3
TS-SOL24	Turnstar turnstile Solenoid 24v	each	2	4	4
L64-DO7V02	AllTech turnstile Solenoid 24v	each	2	4	2
OFH15	Imat Turnstile Micro switch short arm	each	1	4	2
L64-MS1704	AllTech Turnstile Limit switch	each	2	10	10
TS-MS	Turnstar Turnstile Limit switch	each	2	6	6
OFH17	Imat Turnstile Mechanical tension spring	each	2	10	6
L55-S10010	AllTech Turnstile Mechanical tension spring	each	2	6	6
INDSPR	Turnstar Turnstile Mechanical tension spring	each	2	6	3
OFH21	Imat Turnstile Mechanism stopper spring L or R	each	2	10	6
L55-SS0032	AllTech Turnstile Mechanism stopper spring L or R	each	2	6	3
L55-UCP206	AllTech Boom gate Pillow block bearings	each	2	10	10
OVB42	Imat Boom gate Rubber stopper-M8 stud	each	4	20	20
L55-ACBRS2	AllTech Boom gate Rubber stopper-M10 stud	each	4	10	10
??????	Imat Turnstile Optic sensor beam	each	2	10	8
VBL07	Boom gate Ground Loop wire (Rolls)	each	2	10	6
Z15G - 1701	Interface robot switch	each	2	10	6



ACSA maintenance procedure for Automatic Sliding doors, Boom gates, and Turnstiles

- Available upon request from the ACSA service manager



ANNEX O

Automatic Sliding doors, Boom gates, and Turnstiles – standard operating procedure

N/A



ANNEX P

Automatic Sliding doors, Boom gates, and Turnstiles Bridges – Electrical lockout procedure

N/A



ANNEX Q

O.R. Tambo International Airport – operating instruction for Automatic Sliding doors, Boom gates, and Turnstiles

N/A



ANNEX R

Automatic Sliding doors, Boom gates, and Turnstiles - Fire Emergency procedure

N/A



ANNEX S

ACSA IMC procedure for call out and work orders

Available upon Request from the ACSA service manager

**ANNEX T**Internal and external factors

Below is a list of internal and external factors which may affect equipment availability and are beyond the contractor's control:

	Type	Comment
External resources	Utilities <ul style="list-style-type: none"> •Water •Electricity •Gas •IT Support and other interfaces outside the contractor battery limit 	-No impact to reliability/Maintainability. -It Impact on availability from operations view
External causes	<ul style="list-style-type: none"> •Outside Operating conditions/parameters •Operator fault/incorrect operation, consider shifting the risk to the Service provider by giving him responsibility to support Operations/Operators •Damage by others(users and Third parties) i.e. Elevator doors •Incorrect use •Foreign material is system 	-No impact to reliability/Maintainability. -Impact on availability from operations view This are some of the occurrences that may not be considered the Normal Operating conditions
Other	<ul style="list-style-type: none"> •Lack of information/Drawings •Lack of access due to no fault of the contractor after they have requested access timeously •Equipment's under Projects •Other factors that can be proven that was beyond the contractor's fault 	
Spares	Availability of spares (if the spares are not under the control of the Service provider to the limit of the budget)	-Affect Maintainability



	<p>Typically: It is the responsibility of the Client to ensure adequate administration and re-order spares timely, It is the responsibility of the service provider to ensure that the stores administration is done and minimum stock levels are adhered to, the request to buy spare are replenished are done on time intime</p>	<p>No impact on service provider.</p> <p>The Risk is not sitting with a single owner</p>
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ANNEX U

ACSA Mechanical Standardised Minimum: legal requirements and minimum competency requirements

Site supervisor	<ul style="list-style-type: none"> • SAQA Accredited trade test (Fitter/Millwrights) • Any OHS Training certificate 	<ul style="list-style-type: none"> • 2 yrs experience in the maintenance of industrial shutter doors • 2 yrs experience in OHS • 2 Yrs supervisory experience
Technician	<ul style="list-style-type: none"> • SAQA Accredited trade test Millwright 	<ul style="list-style-type: none"> • 2 Yrs experience in maintenance and installation of industrial shutter doors
Assistant	Mechanical N2	1 Yr experience in maintenance of mechanical systems

Turnstile and Booms gates	Supporting	<ul style="list-style-type: none"> • Maintenance of access control systems General Machinery Regulations • Electrical Installation regulations 	D080 012M	06 March 2013	Maintenance records as per procedure

Automatic Sliding Doors	Supporting	Maintenance of doors	D080 007M	06 March 2013
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ANNEX V

ACSA Inventory procedure

Available upon Request from the ACSA service manager



ANNEX W

Current Guarantee and Warrantee

N/A